

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 21, 2009**

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

**Present: Todd Hanks, Ken O'Brien, Tommy Thompson**

**RESOLUTION NO. 09-1168**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 17, 2009:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 17, 2009; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**PUBLIC COMMENT**

**Chip Hastings and John O'Brien Delaware County Agricultural Society, Delaware County Fair (Refer To Cd Minutes For Entire Record)**

**RESOLUTION NO. 09-1169**

**IN THE MATTER OF RECOGNIZING TURNING POINT FOR 30 YEARS OF SERVICE TO DOMESTIC VIOLENCE AND PROCLAIMING OCTOBER 2009 AS DOMESTIC VIOLENCE AWARENESS MONTH IN DELAWARE COUNTY:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

**DELAWARE COUNTY DOMESTIC VIOLENCE AWARENESS MONTH**

WHEREAS, The family is the foundation of a safe and healthy community. It is a goal of this administration for our communities to be safe;

WHEREAS, The problem of domestic violence affects all citizens of Delaware County crossing all racial, social, religious, ethnic, geographic, and economic groups;

WHEREAS, One hundred and thirty-three victims died in 2007 as a result of domestic violence, according to the Ohio Domestic Violence Network;

WHEREAS, Domestic violence is an immense problem in Ohio, where in one year, over 120 thousand victims received services from Ohio's battered women's programs and 3,803 women and 3,335 children were provided with emergency safe housing;

WHEREAS, Batterers of women are highly likely to abuse their children: 49% of batterers abuse their children, whereas only 7% of non-abusive partners perpetrate violence against their children, according to a national study by Murray Strauss. The batterer's behavior often undermines the relationship between a mother and her children.

WHEREAS, This year marks the 30th Anniversary of Turning Point. In the past 30 years, the agency has sheltered 4,106 women, 5,682 children and 17 men and answered 75,439 crisis calls. Since 1986, 6,458 women and 227 men have benefited from our outreach services, over 3,113 men have attended batterers' treatment programs, 2,693 speeches have been presented and 45,286 volunteer hours have been logged.

WHEREAS, Domestic violence is widespread, including one in three Americans who have witnessed an incident of domestic violence and with an annual cost to U.S. companies of \$4.5 billion in lost work time, increased health care costs, higher turnover, and lower productivity;

Now, THEREFORE In recognition of the impact that domestic violence has on the health and well being of our community, The Board of Commissioners of Delaware County Ohio do hereby recognize Turning Point for 30 years of service to domestic violence and proclaim October 2009 as Domestic Violence Awareness

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Month.

Further, The Commissioners reaffirm the commitment of the State of Ohio to reducing violence in our homes, as well as on our streets, the Board urges all citizens to participate in the activities planned by battered women's programs and community organizations during this month. Citizens should also take this opportunity to educate themselves about the impact of domestic violence in Ohio and to become familiar with resources and programs available. This month let us remember the victims of domestic violence, celebrate the survivors, and work together to eliminate violence against women and children from our community.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1170**

**IN THE MATTER OF RECOGNIZING SEPTEMBER 2009 AS FOOD SAFETY EDUCATION MONTH:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

**Food Safety Education Month 2009  
RESOLUTION**

WHEREAS, foodborne illnesses strike Americans 76 million times each year with vomiting and diarrhea and cause more than 300,000 hospitalizations and 5,000 deaths, according to the Centers for Disease Control and Prevention;

WHEREAS, the overall cost of foodborne illnesses, counting lost work time, totals \$4.1 billion a year in the state Ohio alone, according to researchers at The Ohio State University;

WHEREAS, older adults, pregnant women, young children, and persons with weakened immune systems are the most vulnerable to foodborne illnesses;

WHEREAS, foodborne illnesses are most often caused by harmful bacteria such as Salmonella, Shigella, and E. coli, which can grow very rapidly unless proper food handling, cleaning, and storage steps are taken;

WHEREAS, Delaware County residents were among the hundreds of Americans infected during nationwide outbreaks of Salmonella and E. coli last year caused by contaminated peanut butter and ground beef, respectively;

WHEREAS, the Delaware General Health District's investigations into those outbreaks prevented residents of a local nursing home from eating a tub of peanut butter which was found to be contaminated with Salmonella due to unsanitary conditions at the production facility where it was made;

WHEREAS, the Delaware General Health District's Food Protection and Public Safety Unit works behind the scenes every day in restaurants, grocery stores, and other food establishments to protect Delaware County's residents from foodborne illnesses;

WHEREAS, the Partnership for Food Safety, creator of the Fight BAC food safety campaign, has designated September 2009 as Food Safety Education Month, with this year's emphasis on correcting food safety myths. One such myth is that you can rinse Salmonella off a raw chicken with running water. The truth is that the only way to serve chicken safe from Salmonella is to cook it to 165 degrees;

Therefore, BE IT RESOLVED, that the Board of Commissioners of Delaware County joins the Delaware General Health District in support of Food Safety Education Month and encourages all citizens to protect themselves from foodborne illnesses by always following the Fight BAC campaign advice to Clean, Separate, Cook, and Chill foods.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1171**

**IN THE MATTER OF SUPPORTING NATIONAL PREPAREDNESS MONTH:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

**National Preparedness Month 2009  
RESOLUTION**

WHEREAS, all citizens could potentially be affected by a Public Health Emergency, a natural disaster, or a man-made emergency situation;

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WHEREAS, a flu pandemic, a foodborne disease outbreak, a flood, a tanker accident, or a terrorist incident are just some of the possible emergencies which could disrupt people's lives here in Delaware County;

WHEREAS, such an emergency could cut electricity and disrupt other public utilities, block highways, have large numbers of workers out sick, and/or otherwise prevent residents and businesses from traveling, communicating, or conducting everyday activities for hours, days, or even weeks;

WHEREAS, during such an emergency, residents might face temporary closures or delivery interruptions at grocery stores, pharmacies, gas stations, and other facilities which people rely upon for necessary supplies;

WHEREAS, individuals, households, businesses, and organizations can undertake preparations which will help them through such an incident in safety and health;

Therefore, BE IT RESOLVED, that the Board of Commissioners of Delaware County joins the Delaware General Health District in support of National Preparedness Month;

RESOLVED, that every household should prepare an emergency supply kit to meet household members' needs for food, water, sanitary, medical, and First Aid supplies for at least three days;

RESOLVED, that all families need an emergency plan for how to communicate and how to get back together after a disaster strikes;

RESOLVED, that all businesses and organizations should undertake planning to be able to recover from a disaster and continue operations;

RESOLVED, that all citizens should be informed about the emergencies that might affect them and appropriate ways to respond to each scenario.

On this day, September 21, 2009

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1172**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0918, AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0918:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0918, Procurement Card Payments in batch number PCAPR0918 and Purchase Orders as listed below:

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Desc</b>	<b>Line Account</b>	<b>Line Amount</b>	<b>Line Number</b>
R0905759	OHIO UTILITIES PROTECTION	GOVERNMENTAL LBP	66290301 - 5301	\$6,000.00	0001
R0905759	OHIO UTILITIES PROTECTION	GOVERNMENTAL LBP	66290401 - 5301	\$6,000.00	0002
R0906452	DESIGN BUILD SOLUTIONS INC	REPLACE EXISTING ROOF ON VEHICLE STORAGE BUILDING	66690302 - 5410	\$24,684.00	0001
R0906453	MECHANICSBURG SAND AND GRAVEL INC	PURCHASE OF COMMERCIAL EPA SAND	66291002 - 5328	\$11,201.00	0001

<b>Vendor</b>	<b>Description</b>	<b>Account</b>	<b>Amount</b>
<b>PO Decreases</b>			
Shelly Heuser	Child Care	22411610-5348	\$ 5,000.00
Rebecca Hummell	Child Care	22411610-5348	\$ 450.00

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Vineyard	Child Care	22411610-5348	\$ 8,000.00
YMCA	Child Care	22411610-5348	\$ 5,000.00
La Petite Summitview	Child Care	22411610-5348	\$25,000.00
Church of Messiah	Child Care	22411610-5348	\$ 3,000.00
Paige's Playhouse	Child Care	22411610-5348	\$ 3,000.00
Smokey Row Children's	Child Care	22411610-5348	\$ 7,000.00
Stepping Stones	Child Care	22411610-5348	\$ 2,000.00
Learning Center Worthington	Child Care	22411610-5348	\$15,000.00
Kinder Care Oak	Child Care	22411610-5348	\$10,000.00
Kinder Care Sawmill	Child Care	22411610-5348	\$ 450.00
Kinder Care Worthington Wood	Child Care	22411610-5348	\$25,000.00
Kinder Care Avery	Child Care	22411610-5348	\$ 5,000.00
Kinder Care Eastwind	Child Care	22411610-5348	\$ 4,000.00
Kinder Care Sawbury	Child Care	22411610-5348	\$15,000.00
Enchanted Care	Child Care	22411610-5348	\$17,500.00
Gingerbread	Child Care	22411610-5348	\$ 450.00
Goddard	Child Care	22411610-5348	\$10,000.00
Come N Play	Child Care	22411610-5348	\$ 2,000.00
Creative Child Care	Child Care	22411610-5348	\$ 9,000.00
Delaware Area Career Center	Child Care	22411610-5348	\$ 5,000.00
Child Care Unlimited Johnstown	Child Care	22411610-5348	\$ 4,000.00
Child Care Discovery	Child Care	22411610-5348	\$10,000.00
Child Time Learning	Child Care	22411610-5348	\$ 4,000.00
Denise Sterritt	Child Care	22411610-5348	\$ 5,000.00
Donna Teefanan	Child Care	22411610-5348	\$12,000.00
Amerkid	Child Care	22411610-5348	\$ 1,000.00
Theresa Mitchell	Child Care	22411610-5348	\$ 750.00
Oksan Nererov	Child Care	22411610-5348	\$ 4,000.00
Kerry Santa	Child Care	22411610-5348	\$ 450.00
Diana Mahoney	Child Care	22411610-5348	\$ 1,000.00
Sendra McConnell	Child Care	22411610-5348	\$ 7,500.00
Carla McMackin	Child Care	22411610-5348	\$ 7,000.00
Amy Jones	Child Care	22411610-5348	\$ 450.00
Tarri Jones	Child Care	22411610-5348	\$ 3,000.00
Joyce Koeppal	Child Care	22411610-5348	\$ 7,500.00
Lorrie Graeshaber	Child Care	22411610-5348	\$ 2,000.00
Christine Greenawalt	Child Care	22411610-5348	\$ 1,000.00
Helen Griffith	Child Care	22411610-5348	\$ 450.00
Michelle Croy	Child Care	22411610-5348	\$ 450.00
Winona Daquila	Child Care	22411610-5348	\$ 450.00
Tammy Goodman	Child Care	22411610-5348	\$ 450.00
Deanna Bass	Child Care	22411610-5348	\$ 450.00
Bobbi Batho	Child Care	22411610-5348	\$ 450.00
Laura Black	Child Care	22411610-5348	\$ 450.00
<b>PO Increases</b>			
<b>Trident</b>	Security	10011102-5001	\$90,000.00
Beem's	Fuel	10011106-5228	\$ 4,600.00
Janice Jodrey	Child Care	22411610-5348	\$ 2,000.00
Today's Learning Child	Child Care	22411610-5348	\$50,000.00
<b>Add Line</b>			
Child Care Unlimited	Child Care	22511607-5348	\$ 5,000.00
The Garland Company Line 2	Balance Fair Damage	60111901-5370	\$215,638.72

Vote on Motion Mr. O'Brien Abstain Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09 -1173**

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

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

The Economic Development Department is requesting that Dottie Brown attend the 2009 CHIP Conference in Huron, Ohio November 1-4, 2009, at the cost of \$437.60 (Fund Number 21011113-5305).

The 911 Department is requesting that Erica Delaney attend an Advanced Emergency Medical Dispatching Course in Toledo, Ohio October 10-11, 2009, at the cost of \$589.14 (Fund Number 21411306).

The Administrative Services department is requesting that Dawn Huston attend an OHPELRA/Leadership

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Boot Camp Seminar in Columbus, Ohio October 2, 2009, at the cost of \$155.00. (Fund Number 10011108).

The Administrative Services department is requesting that Lisa Iannotta attend a District 5 Ohio State Bar Seminar in Marion, Ohio October 8, 2009, at the cost of \$65.00. (Fund Number 10011108).

The Environmental Services Department is requesting that John Feightner attend a 2009 Plant Operation and Laboratory Analysis Workshop in Columbus, Ohio September 24, 2009, at the cost of \$150.00 (Fund Number 66290301).

The Code Compliance department is requesting that Chris Bean and Ross Bigelow attend a Restaurant Hood System Installation Class in Reynoldsburg, Ohio September 24, 2009.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1174**

**IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF AUGUST 2009:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to accept the Treasurer's Report for the month of August 2009.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1175**

**IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT WITH THE SHELLY COMPANY FOR THE DELAWARE-COUNTY RESURFACING AND RECONSTRUCTION OF VARIOUS DELAWARE COUNTY ROADS FUNDED BY THE 2009 ARRA:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the Engineer recommends approval of the following contract;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with The Shelly Company:

**DEL-County Resurfacing:  
Resurfacing and Reconstruction of Various Delaware County Roads  
Funded by the 2009 ARRA  
Bid Opening of September 15, 2009**

As the result of the above referenced bid opening, The Engineer recommends that a bid award be made to The Shelly Company of Columbus, Ohio, the low bidder for the project. A copy of the bid tabulation is available for your information.

Available are two copies of the Contract with The Shelly Company for your approval. The Office has received all required documentation (Certification/Affidavit in Compliance with ORC Section 3517.13, Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization Form) for the approval of this contract.

**CONTRACT**

THIS AGREEMENT is made this 21<sup>st</sup> day of September, 2009 by and between The Shelly Company, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

The Shelly Company  
1771 Harmon Ave  
Columbus, Ohio 43223

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named "DEL-COUNTY RESURFACING,

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Resurfacing and Reconstruction of Various Delaware County Roads Funded by the 2009 American Recovery and Reinvestment Act”, and required supplemental work for the project all in strict accordance with the Contract Documents.

**ARTICLE 2. The Contract Price**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed ***(One Million Seven Hundred Ninety-Five Thousand Five Dollars (\$ 1,795,005.00))***, subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3. Contract**

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements
- i. This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1176**

**IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATES FOR THE PROJECT KNOWN AS DEL-TR29-3.00, GREEN COOK ROAD OVER UNNAMED TRIBUTARY TO DUNCAN RUN, AND SETTING THE BID DATES FOR PORTIONS OF THE PROJECT REQUIRING COMPETITIVE BIDDING:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement known as DEL-TR29-3.00, Green Cook Road over Unnamed Tributary to Duncan Run, which includes replacement of a structurally deficient bridge and minimal roadway work, and;

Whereas Section 5543.19 provides that the County Engineer may proceed with construction, reconstruction, improvement, maintenance, or repair of bridges and culverts by force account, and;

Whereas the County Engineer has estimated the force-account construction cost of the Improvement at \$99,800, and;

Whereas the furnishing of the precast concrete box culvert shall be competitively bid according to Sections 307.86 to 307.92 of the Revised Code, and;

Whereas the County Engineer's estimated contract cost for furnishing the precast concrete box culvert is \$57,000, which is included in the aforesaid force-account estimate;

Now, therefore be it resolved by the Board of Commissioners that:

Section 1: The plans, specifications and estimates for the project known as DEL-TR29-3.00, Green Cook Road over Unnamed Tributary to Duncan Run, are hereby approved, and;

Section 2: The County Engineer is hereby authorized to advertise for and received bids on behalf of the Board for portions of this project requiring competitive bidding, in accordance with the following Invitation to Bid:

Sealed bids will be received by the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015 until **10:00 a.m. on October 13, 2009**, at which time they will be publicly opened and read aloud for the contract known as "DEL-TR29-3.00 FURNISHING PRECAST BOX CULVERT" which includes furnishing a precast concrete box culvert and wingwalls. This contract only includes furnishing and erecting the box culvert; the remainder of the project construction will be performed by others.

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Proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the Contractor. All bids shall be sealed and plainly marked "SEALED BID FOR DEL-TR29-3.00 FURNISHING PRECAST BOX CULVERT."

Copies of the plans and specifications must be obtained by Contractors from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015. Cost for each set of plans & specifications is \$10, and the cost is non-refundable. Registration with the Delaware County Engineer's Office is required to be a Contractor

The Owner requires that materials be furnished and delivered no later than December 3, 2009. The estimated contract award date is October 26, 2009.

This contract subject to the prevailing wage requirements of section 4115.05 of the Ohio Revised Code.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best Contractor as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

This Invitation to Bid is hereby made part of the specifications. The Delaware County Commissioners reserve the right to reject any and/or all bids.

Delaware Gazette Advertisement Dates: September 25 and October 2, 2009

Whereas, the Delaware County Engineer recommends the Specifications And Bid Opening Date For the Sealed Bid For Del-Tr29-3.00 Furnishing Precast Box Culvert."

Therefore Be it resolved, the Delaware County Commissioners approve the Specifications And Bid Opening Date of **10:00 a.m. on October 13, 2009** at 50 Channing Street Delaware, Ohio 43015 For the Sealed Bid For Del-Tr29-3.00 Furnishing Precast Box Culvert."

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1177**

**IN THE MATTER OF AMENDING THE CHILD CARE PROVIDER CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, Delaware County contracts with Child Care providers in accordance with state and federal regulations, and

Whereas, the Director of Job & Family Services recommends approval of the following contract amendments;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendments for Child Care providers:

**Michelle Croy**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Michelle Croy entered into on the 1st day of January, 2009

<b><u>RATE CHANGES:</u></b>	Full Time	Part Time	Hourly
Infants	\$ 120.23	\$ 71.28	\$ 2.99
Toddlers	\$ 112.90	\$ 68.43	\$ 2.95
Pre- K	\$ 107.69	\$ 62.00	\$ 2.82
School Age	\$ 85.54	\$ 67.06	\$ 2.92
Summer	\$ 106.38	\$ 71.34	\$ 2.92

**Rebecca Hummell**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1

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This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Rebecca Hummell entered into on the 1st day of January, 2009

<b><u>RATE CHANGES:</u></b>	Full Time	Part Time	Hourly
Infants	\$ 120.23	\$ 71.28	\$ 2.99
Toddler	\$ 112.90	\$ 68.43	\$ 2.95
Pre-K	\$ 107.69	\$ 62.00	\$ 2.82
School Age	\$ 85.54	\$ 67.06	\$ 2.92
Summer	\$ 106.38	\$ 71.34	\$ 2.92

**LaPetite Academy/E.Walnut**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and LaPetite/E. Walnut St. entered into on the 1st day of January, 2009

<b><u>RATE CHANGES:</u></b>	Hourly
Summer School Age	\$ 6.40

**Chris Greenawalt**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Chris Greenawalt entered into on the 27th day of February, 2009

<b><u>RATE CHANGES:</u></b>	Full Time	Part Time	Hourly
Infants	\$ 120.23	\$ 71.28	\$ 2.99
Toddler	\$ 112.90	\$ 68.43	\$ 2.95
Pre-K	\$ 107.69	\$ 62.00	\$ 2.82
School Age	\$ 85.54	\$ 67.06	\$ 2.92
Summer	\$ 106.38	\$ 71.34	\$ 2.92

**Tammy Graham**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Tammy Graham entered into on the 29th day of March, 2009

<b><u>RATE CHANGES:</u></b>	Full Time	Part Time	Hourly
Infants	\$ 120.23	\$ 71.28	\$ 2.99
Toddler	\$ 112.90	\$ 68.43	\$ 2.95
Pre-K	\$ 107.69	\$ 62.00	\$ 2.82
School Age	\$ 85.54	\$ 67.06	\$ 2.92
Summer	\$ 106.38	\$ 71.34	\$ 2.92

**LaPetite/Sawmill**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and LaPetite/Sawmill Rd. entered into on the 1st day of January, 2009

<b><u>RATE CHANGES:</u></b>	Full Time	Part Time	Hourly
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Infants	\$ 205.46	\$ 137.05	\$ 6.30
Toddlers	\$ 180.96	\$ 113.00	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49
School Age	\$ 90.06	\$ 60.00	\$ 5.48
Summer	\$ 142.63	\$ 95.55	\$ 7.13
Before or After	\$ 90.06	\$ 60.00	\$ 5.48

**Today's Learning Child**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Today's Learning Child entered into on the 1<sup>st</sup> day of January, 2009

<b><u>RATE CHANGES:</u></b>	Full Time	Part Time	Hourly
Infants	\$ 165.00	\$ 137.05	\$ 6.30
Toddlers	\$ 155.00	\$ 113.00	\$12.45
Pre-K	\$ 140.00	\$ 76.07	\$ 6.49
School Age	\$ 90.06	\$ 60.00	\$ 5.48
Summer	\$ 135.00	\$ 95.55	\$ 7.13
Before & After	\$ 90.06	\$ 60.00	\$ 5.48
After Only	\$ 85.00	\$ 60.00	\$ 5.48
Before Only	\$ 65.00	\$ 60.00	\$ 5.48

**Tarri Jones**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Tarri Jones entered into on the 1<sup>st</sup> day of January, 2009

<b><u>RATE CHANGES:</u></b>	Full Time	Part Time	Hourly
Infants	\$ 122.02	\$ 106.47	\$ 5.17
Toddlers	\$ 152.18	\$ 96.02	\$ 5.49
Pre-K	\$ 121.54	\$ 95.08	\$ 5.13
School Age	\$ 99.68	\$ 70.95	\$ 6.07
Summer	\$ 122.53	\$ 98.32	\$ 6.08

**LaPetite/E.Walnut**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and LaPetite/E. Walnut entered into on the 1<sup>st</sup> day of January, 2009

<b><u>RATE CHANGES:</u></b>	Full Time	Part Time	Hourly
Infants	\$ 205.46	\$ 137.05	\$ 6.30
Toddlers	\$ 180.96	\$ 113.00	\$12.45
Pre-K	\$ 155.66	\$ 76.07	\$ 6.49
School Age	\$ 90.06	\$ 60.00	\$ 5.48
Summer	\$ 142.63	\$ 95.55	\$ 7.13
Before & After	\$ 90.06	\$ 60.00	\$ 5.48
Before Only	\$ 75.00	\$ 60.00	\$ 5.48
After Only	\$ 80.00	\$ 60.00	\$ 5.48

**Nicole Working**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between

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the Delaware County Department of Job and Family Services and Nicole Working entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

	Hourly
Toddlers	\$ 4.88

**Carrie Bennett**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 3

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Carrie Bennett entered into on the 30th day of March, 2009

**RATE CHANGES:**

	Full Time	Part Time	Hourly
Toddler	\$ 145.00	\$ 96.02	\$ 4.88

**Lillypad/dba Goddard**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1

This amendment, effective January 1, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Lillypad dba The Goddard School entered into on the 1<sup>st</sup> day of January 2009.

Article 4. Cost and Delivery of Purchased Services:  
Payment Rates:

Changes amount reimbursable from \$55,000 to \$72,000

**Erika Harvey**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Erika Harvey entered into on the 1st day of January, 2009

**RATE CHANGES:**

	Full Time	Part Time	Hourly
Infants	\$ 122.02	\$106.47	\$ 5.17
Toddler	\$ 152.18	\$ 96.02	\$ 4.88
Pre-K	\$ 121.54	\$ 95.08	\$ 5.13
School Age	\$ 99.68	\$ 70.95	\$ 6.07
Summer	\$ 122.53	\$ 98.32	\$ 6.08

**Children's Discovery Place**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 3

This amendment, effective September 27, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Children' Discovery Place entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

	Full Time	Part Tim	Hourly
Infants	\$ 215.73	\$ 143.90	\$ 6.62
Toddler	\$ 190.01	\$ 118.65	\$13.07
Pre-K	\$ 163.44	\$ 79.87	\$ 6.81
School Age	\$ 94.56	\$ 63.00	\$ 5.75
Summer	\$ 149.76	\$ 100.33	\$ 6.72

**Darlene Hill**

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AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Darlene Hill ntered into on the 1st day of January, 2009

<b><u>RATE CHANGES:</u></b>	Full Time	Part Time	Hourly
Infants	\$ 120.00	\$ 71.11	\$ 2.99
Toddler	\$ 118.55	\$ 65.96	\$ 3.22
Pre-K	\$ 110.05	\$ 69.11	\$ 3.47
School Age	\$ 91.93	\$ 57.90	\$ 2.43
Summer	\$ 107.76	\$ 64.02	\$ 2.60

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1178**

**IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, Delaware County contracts with Child Care providers in accordance with state and federal regulations, and

Whereas, the Director of Job & Family Services recommends approval of the following contracts;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care providers:

**BASIC RATES**

**Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours**

Hourly: Paid after 60 hours

**Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours**

Hourly Paid for .1 hour to 7.9 hours

**Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours**

Hourly: Paid after 50 hours

**Part-time Week for Home Providers: 8 hours to 24.9 hours**

Hourly Paid for .1 hour to 7.9 hours

**Julie Dew**  
**172 N. Washington St.,**  
**Delaware, Oh 43015**

Infants	Toddlers	Preschool	School
\$122.02 Full-time Wk	\$152.18 Full-time Wk	\$121.54 Full-time Wk	\$ 99.68 Full-time Wk
\$106.47 Part-time Wk	\$ 96.02 Part-time Wk	\$ 95.08 Part-time Wk	\$ 70.95 Part-time Wk
\$ 5.17 Hourly	\$ 4.88 Hourly	\$ 5.13 Hourly	\$ 6.07 Hourly
SUMMER:	Full Time \$122.53	Part Time \$ 98.32	Hourly \$ 6.08

**Kathy Chillson**  
**174 N. Washington St.,**  
**Delaware, Oh 43015**

Infants	Toddlers	Preschool	School
\$122.02 Full-time Wk	\$152.18 Full-time Wk	\$121.54 Full-time Wk	\$ 99.68 Full-time Wk
\$106.47 Part-time Wk	\$ 96.02 Part-time Wk	\$ 95.08 Part-time Wk	\$ 70.95 Part-time Wk
\$ 5.17 Hourly	\$ 4.88 Hourly	\$ 5.13 Hourly	\$ 6.07 Hourly
SUMMER:	Full Time \$122.53	Part Time \$ 98.32	Hourly \$ 6.08

**Creative Child Care-North**  
**1601 Shanley Dr.**  
**Columbus, Oh 43224**

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	Full Time	Part Time	Hourly
Toddlers	\$ 196.77	\$ 139.44	\$ 8.56
Preschoolers	\$ 167.41	\$ 107.71	\$ 6.13
School Age	\$ 111.91	\$ 82.24	\$ 5.74
Summer School Age	\$ 161.49	\$ 109.53	\$ 6.72

(A copy of each of these contracts is available in the commissioners' office until no longer of administrative value).

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1179**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

The Director of Job and Family Services recommends to end the probationary period and approval of the end-of-probationary pay raise for Kathie Elrod an Employment Counselor with the Department of Job and Family Services; effective date August 22, 2009.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1180**

**IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE AGREEMENT KNOWN AS PROFESSIONAL SERVICES FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER NORTH PLANT ELECTRICAL EQUIPMENT UPGRADES BETWEEN HULL AND ASSOCIATES, INC. AND THE BOARD OF COUNTY COMMISSIONERS:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

Whereas the Board of County Commissioners has previously executed a contract with K&H Energy Services, Inc. now doing business as Hull and Associates, Inc. for the provision of electrical engineering services for certain necessary upgrades to the Olentangy Environmental Control Center (OECC) north plant motor control centers (MCCs), and

Whereas Sewer District staff has been in the process of designing other upgrades at the OECC, and

Whereas one such effort by the Sewer District staff is the replacement of the OECC non-potable water pumps and controls, and

Whereas the Sewer District staff has identified that necessary electrical controls and supply to the non potable pumps can be provided by a master MCC, and

Whereas Sewer District staff has identified that the previously designed motor control centers that are proposed for the OECC north plant electrical equipment upgrades could be used to provide the necessary electrical control and supply to the new non-potable water pumps, and

Whereas Sewer District staff recommends having Hull and Associates, Inc modify their previously designed MCC to include the capacity for the non-potable water pumps, and

Whereas Sewer District staff has identified that having Hull and Associates, Inc perform the additional engineering services is the most cost effective manner to have this work performed, and

Whereas having Hull and Associates perform this additional work does not violate the State laws in regards to procurement of professional engineering services as the overall engineering service agreement cost will not exceed \$25,000.

Therefore be it resolved that the Board of County Commissioners execute Amendment No. 1 with Hull and Associates to provide the necessary engineering work to include the non potable water pumps in the OECC North Plant Electrical Equipment Upgrade project.

Furthermore be it resolved that the Board of Commissioners approve the following purchase order:

Hull and Associates, Inc. for \$5,300 from 66690301-5301

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 2nd, 2008.

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**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: June 2<sup>nd</sup>, 2008
- b. Owner: Delaware County Commissioners
- c. Engineer: K&H Energy Services, Inc (now doing business as Hull and Associates, Inc.)  
THE OLENTANGY ENVIRONMENTAL CONTROL CENTER
- d. Project: NORTH PLANT ELECTRICAL EQUIPMENT UPGRADES

2. Nature of Amendment

- Additional Services to be performed by Engineer
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services

3. Description of Modifications - Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

This is **Attachment 1**, consisting of 5 pages, to Amendment No. 1, dated \_\_\_\_\_, \_\_\_\_\_.

Modifications

- 1. Engineer shall perform the following Additional Services: See Attachment 1 – Modifications Hull proposal dated September 2, 2009- OECC Non-Potable pump VFD and controls upgrade DCW002.300.0008 rev. 1
- 2. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: See Attachment 1 – Modifications Hull proposal dated September 2, 2009- OECC Non-Potable pump VFD and controls upgrade DCW002.300.0008 rev. 1
- 3. The responsibilities of Owner are modified as follows: No Changes except as noted in Attachment 1 – Modifications Hull proposal dated September 2, 2009- OECC Non-Potable pump VFD and controls upgrade DCW002.300.0008 rev. 1
- 4. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: See Attachment 1 – Modifications Hull proposal dated September 2, 2009- OECC Non-Potable pump VFD and controls upgrade DCW002.300.0008 rev. 1. Total fee for project including amendment no. 1 shall not exceed \$24,900.
- 5. The schedule for rendering services is modified as follows: See Attachment 1 – Modifications dated Hull proposal dated September 2, 2009- OECC Non-Potable pump VFD and controls upgrade DCW002.300.0008 rev. 1.
- 6. Other portions of the Agreement (including previous amendments, if any) are modified as follows: No Changes except as noted in Attachment 1 – Modifications Hull proposal dated September 2, 2009- OECC Non-Potable pump VFD and controls upgrade DCW002.300.0008 rev. 1

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1181**

**IN THE MATTER OF SETTING THE TIME AND DATE TO RECEIVE BIDS FOR DCRSD 09-03:  
REPAIR AND UPGRADE OF FLYGT AND ABS SUBMERSIBLE MIXERS FOR THE DELAWARE  
COUNTY REGIONAL SEWER DISTRICT:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas the wastewater treatment facilities owned and operated by Delaware County use submersible mixers as part of the treatment process, and

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Whereas the mixers are an important part of the treatment as they assist the County in meeting the effluent limits as established by the Ohio Environmental Protection Agency and the County's current National Pollutant Discharge Elimination System permit, and

Whereas Sewer District staff has estimated the cost of the needed repairs and upgrades at \$200,000 and

Whereas the Ohio Revised Code requires procurement of these types of services by competitive bidding when the value of the proposed services exceed \$25,000, and

Whereas Sewer District staff has developed the contract documents and technical specifications for the needed repairs and upgrades, and

Whereas the contract documents have been reviewed by and meet the standards of the County Prosecutor's Office, and

Whereas the Delaware County Regional Sewer District desires to receive bids for public bid *DCRSD 09-03*: Repair and Upgrade of Flygt and ABS Submersible Mixers on October 16, 2009, and

Therefore, be it resolved that the Board of County Commissioners will receive bids for *DCRSD 09-03*: Repair and Upgrade of Flygt and ABS Submersible Mixers biosolids **on October 16, 2009 at 4:00 PM at 50 Channing Street, Delaware, Ohio.**

Furthermore be it resolved that the Board of County Commissioners approve the contract documents and including the technical specifications as developed by County Sewer District staff for the purposes of the proposed public bid and improvements.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1182**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS AND A PURCHASE ORDER FOR THE DIVISION OF ENVIRONMENTAL SERVICES:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas the Delaware County owns certain real properties in Concord Township, Delaware County, Ohio, and

Whereas the properties were purchased using funds from the Regional Sewer District, and

Whereas the County has applied to the State of Ohio for a real property tax exemption for the subject parcels, and

Whereas the Delaware County Treasurer has requested the appropriate real property taxes for the subject parcels be paid until the exemption is granted, and

Whereas the real property taxes are to be paid by funds from the Regional Sewer District, and

Where as the first half of the taxes were paid by the County Engineer's Office, and

Whereas County staff recommends payment of the real property taxes for the subject properties and to reimburse the County Engineer for taxes previously paid.

Therefore be it resolved that the Board of County Commissioners approve the following actions:

1. Transfer of Appropriations: From 66611905-5415 to 66611905-5380 (Child Org Key 66690501) in the amount of \$21,279.32, and
2. Approve the following purchase order: Delaware County Treasurer for \$10,639.66 from 66690501-5380
3. Approve the following purchase order: Delaware County Engineer for \$10,639.66 from 66690501-5380

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1183**

**IN THE MATTER OF APPROVING THE REVOLVING LOAN FUNDS (RLF) FOR ADDITIONAL COST TO THE INTERSECTION LOCATED AT 3C HIGHWAY/ GRANVILLE STREET AND 3C HIGHWAY/MILLER DRIVE IN SUNBURY:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to authorize the following resolution:

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WHEREAS, the Delaware County Commissioners approved on Resolution No. 09-1075 dated August 31, 2009, to allow Sunbury to extend the original scope of work at the intersection 3 C Highway/Granville Street and 3C Highway/Miller Drive in the amount of \$27,100; and

WHEREAS, when the engineers laid out the work they neglected to consider the location of two loop detectors that needs to be removed and replaced at a cost of \$6,923.00; and

WHEREAS, the cost of the additional work will come from the RLF that is to be returned to Delaware County by additional \$6,923.00: and

WHEREAS, the Village of Sunbury will return the unused RLF to the County in the amount of \$100,000.

WHEREAS, the Director of the Economic Development Department recommends approval of the RLF to the Village of Sunbury.

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

Section 1. That the Delaware County Board of Commissioners authorize the additional use of the RLF in the amount of \$6,923 to assist the Village to extend the original scope of work with the off site infrastructure at SR 3/Grandview St. and SR 3 / Miller. The total cost of the extended work will be \$34,023.00.

Section 2. That the unused RLF be returned to the Delaware County Commissioners to be used on other projects in the County.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1184**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

The 911 Communications Director recommends the temporary assignment to 1<sup>st</sup> Shift Supervisor and approval of the temporary accompanying pay increase for Karla Jacobs with the 911 Department; effective date September 19, 2009. Ms. Jacobs will not be in a lead position during this assignment.

The 911 Communications Director recommends the temporary assignment to 2<sup>nd</sup> Shift Supervisor and approval of the temporary accompanying pay increase for Matt Fletcher with the 911 Department; effective date September 19, 2009. Mr. Fletcher will not be in a lead position during this assignment.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1185**

**IN THE MATTER OF AMENDING RESOLUTION 08-046 REGARDING ASSIGNMENT OF LEAD DISPATCHER IN THE DELAWARE COUNTY 9-1-1 CENTER:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas the County has established the assignment of Lead Dispatcher in the Delaware County 9-1-1 Center;

Whereas the County by Board of County Commissioners has the authority to assign, reassign, alter, amend or remove the assignment as, and any pay supplement for, Lead Dispatcher in the Delaware 9-1-1 Center and;

Whereas the collective bargaining agreement with the union which represents a portion of the employees in the 9-1-1 Center does not contain any provision addressing the assignment or pay supplement for the assignment of Lead Dispatcher and the union has agreed that the County has the authority to assign, reassign, alter, amend or remove the assignment of Lead Dispatcher and to establish, alter, or remove any pay supplement for the assignment as Lead Dispatcher and;

Whereas, the employees assigned to Lead Dispatcher understand that the assignment to and pay supplement for Lead Dispatcher may be assigned, reassigned, altered, amended or removed by the County at its discretion and;

Whereas the staffing needs change from time to time and the flexibility to be able to assign staff to these key positions is necessary for the continuity of operations of the Delaware 9-1-1 Center and;

Whereas, this Board has established in a separate Board Resolution that the assignment and pay supplements shall continue until modified by action of this Board or by action of the person authorized by this

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Board and;

Therefore, the Board of Delaware County Commissioners pursuant to Ohio Rev. Code Section 305.30, hereby delegates the authority to assign, reassign, alter, modify, amend or remove the assignment of Lead Dispatcher, both in a temporary and permanent capacity, along with the authority to grant a pay supplement for this position to the County Administrator upon the recommendation of the Director of the 911 Communications Center and the Department of Human Resources;

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1186**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND VERITY ENTERPRISE, LLC, DBA MCWHERTER PETROLEUM SERVICES FOR BULK GASOLINE AND DIESEL FUEL:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the Facilities Supervisor recommends approval of the following contract;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following contract with Verity Enterprise, LLC, DBA McWherter Petroleum Services for Bulk Gasoline And Diesel Fuel:

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

This Contract made by and between:

**Verity Enterprise, LLC, DBA McWherter Petroleum Services  
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 invitation to bid (ITB), which is attached hereto as Exhibit "A" and as necessary to produce the results intended by the Bid Documents for:

**ITB #09-02 - Bulk Gasoline & Diesel Fuels  
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 July 6, 2009 for Bulk Gasoline & Diesel Fuels, submitted by, and awarded to;

**Atlas Oil Company  
Beem's BP Distributing, Inc.  
Englefield Oil Company  
Verity Enterprise, LLC DBA McWherter Petroleum Services**

The County agrees for each individual fuel order to contact all contractors for a current price quote and purchase from the contractor with the lowest current price, and the contractor agrees to provide price quotes for current prices of bulk gasoline and diesel fuels as requested and if the price quoted is the lowest, provide the quoted product at the prices quoted for each individual order, at an annual average combined amount of all multiple award contracts of Four Hundred Seventy Five Thousand dollars (\$475,000.00)

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

ARTICLE 3

The original term of this contract shall be for Three (3) years, beginning September 1, 2009, and ending August 31, 2012.



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This contract may be renewed at the end of the original period for two (2) additional one (1) year periods, if agreed upon in writing by both parties.

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. This Contract, along with all documents incorporated by reference, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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 filed in and heard before the courts of Delaware County, 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 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 Insurance:

4.5.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.

4.5.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.

4.5.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

4.5.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Contract in the policies required by Subsection 4.5.

4.5.5 Proof of Insurance: Prior to the commencement of any work under this Contract, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Contract. 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 Contract.

4.6 No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract 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.

4.7 For all services being provided under this Contract, the Delaware County Board of Commissioners

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shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services

4.8 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.

4.9 Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

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

4.11 Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

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. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1187**

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

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the Facilities Supervisor recommends approval of the following contract;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following contract with Atlas Oil Company for Bulk Gasoline And Diesel Fuel:

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

This Contract made by and between:

**Atlas Oil Company  
24501 Ecorse Rd.  
Taylor, MI 48180**

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(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 invitation to bid (ITB), which is attached hereto as Exhibit "A" and as necessary to produce the results intended by the Bid Documents for:

**ITB #09-02 - Bulk Gasoline & Diesel Fuels  
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 July 6, 2009 for Bulk Gasoline & Diesel Fuels, submitted by, and awarded to;

**Atlas Oil Company  
Beem's BP Distributing, Inc.  
Englefield Oil Company  
Verity Enterprise, LLC DBA McWherter Petroleum Services**

The County agrees for each individual fuel order to contact all contractors for a current price quote and purchase from the contractor with the lowest current price, and the contractor agrees to provide price quotes for current prices of bulk gasoline and diesel fuels as requested and if the price quoted is the lowest, provide the quoted product at the prices quoted for each individual order, at an annual average combined amount of all multiple award contracts of Four Hundred Seventy Five Thousand dollars (\$475,000.00)

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

ARTICLE 3

The original term of this contract shall be for Three (3) years, beginning September 1, 2009, and ending August 31, 2012.

This contract may be renewed at the end of the original period for two (2) additional one (1) year periods, if agreed upon in writing by both parties.

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. This Contract, along with all documents incorporated by reference, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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 filed in and heard before the courts of Delaware County, 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 To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware

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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 Insurance:

4.5.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.

4.5.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.

4.5.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

4.5.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Contract in the policies required by Subsection 4.5.

4.5.5 Proof of Insurance: Prior to the commencement of any work under this Contract, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Contract. 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 Contract.

4.6 No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract 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.

4.7 For all services being provided under this Contract, the Delaware County Board of Commissioners shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services

4.8 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.

4.9 Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

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

4.11 Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

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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. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1188**

**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. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the Facilities Supervisor recommends approval of the following contract;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following contract with Beam's BP Distributing, Inc for Bulk Gasoline And Diesel Fuel:

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

This Contract made by and between:

**Beam's BP Distributing, Inc.  
307 N Wilson Rd.  
Columbus, OH 43204**

(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 invitation to bid (ITB), which is attached hereto as Exhibit "A" and as necessary to produce the results intended by the Bid Documents for:

**ITB #09-02 - Bulk Gasoline & Diesel Fuels  
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 July 6, 2009 for Bulk Gasoline & Diesel Fuels, submitted by, and awarded to;

**Atlas Oil Company  
Beem's BP Distributing, Inc.  
Englefield Oil Company  
Verity Enterprise, LLC DBA McWherter Petroleum Services**

The County agrees for each individual fuel order to contact all contractors for a current price quote and purchase from the contractor with the lowest current price, and the contractor agrees to provide price quotes for current prices of bulk gasoline and diesel fuels as requested and if the price quoted is the lowest, provide the quoted product at the prices quoted for each individual order, at an annual average combined amount of all multiple award contracts of Four Hundred Seventy Five Thousand dollars (\$475,000.00)

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the

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Contractor as materials and/or services are provided and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

The original term of this contract shall be for Three (3) years, beginning September 1, 2009, and ending August 31, 2012.

This contract may be renewed at the end of the original period for two (2) additional one (1) year periods, if agreed upon in writing by both parties.

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. This Contract, along with all documents incorporated by reference, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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 filed in and heard before the courts of Delaware County, 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 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 Insurance:

4.5.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.

4.5.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.

4.5.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

4.5.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Contract in the policies required by Subsection 4.5.

4.5.5 Proof of Insurance: Prior to the commencement of any work under this Contract, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Contract. 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 Contract.

4.6 No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any

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prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract 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.

4.7 For all services being provided under this Contract, the Delaware County Board of Commissioners shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services

4.8 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.

4.9 Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

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

4.11 Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

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. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1189**

**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. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the Facilities Supervisor recommends approval of the following contract;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following contract with Englefield Oil Company for Bulk Gasoline And Diesel Fuel:

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**Multiple Award Contract**

This Contract made by and between:

**Englefield Oil Company  
447 James Parkway  
Health, OH 43056**

(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 invitation to bid (ITB), which is attached hereto as Exhibit "A" and as necessary to produce the results intended by the Bid Documents for:

**ITB #09-02 - Bulk Gasoline & Diesel Fuels  
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 July 6, 2009 for Bulk Gasoline & Diesel Fuels, submitted by, and awarded to;

**Atlas Oil Company  
Beem's BP Distributing, Inc.  
Englefield Oil Company  
Verity Enterprise, LLC DBA McWherter Petroleum Services**

The County agrees for each individual fuel order to contact all contractors for a current price quote and purchase from the contractor with the lowest current price, and the contractor agrees to provide price quotes for current prices of bulk gasoline and diesel fuels as requested and if the price quoted is the lowest, provide the quoted product at the prices quoted for each individual order, at an annual average combined amount of all multiple award contracts of Four Hundred Seventy Five Thousand dollars (\$475,000.00)

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

ARTICLE 3

The original term of this contract shall be for Three (3) years, beginning September 1, 2009, and ending August 31, 2012.

This contract may be renewed at the end of the original period for two (2) additional one (1) year periods, if agreed upon in writing by both parties.

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. This Contract, along with all documents incorporated by reference, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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 filed in and heard before the courts of Delaware County, Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is



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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 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 Insurance:

4.5.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.

4.5.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.

4.5.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

4.5.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Contract in the policies required by Subsection 4.5.

4.5.5 Proof of Insurance: Prior to the commencement of any work under this Contract, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Contract. 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 Contract.

4.6 No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract 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.

4.7 For all services being provided under this Contract, the Delaware County Board of Commissioners shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services

4.8 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.

4.9 Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

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

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4.11 Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

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. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1190**

**IN THE MATTER OF DECLARING THE NECESSITY FOR THE TRANSFER OF PUBLIC FUNDS OF THE COUNTY AND AUTHORIZING THE PREPARATION AND FILING OF A PETITION FOR THE TRANSFER OF THOSE FUNDS, ALL IN ACCORDANCE WITH SECTIONS 5705.15 AND 5705.16 OF THE OHIO REVISED CODE:**

It was moved by Hanks, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has previously and by proper legislation declared its intentions to construct a new Delaware County EMS Station 11 at the intersection of Africa Road and US Rte 36/State Rte 37 in Berlin Township, Delaware County, Ohio; and

WHEREAS, the Board heretofore created and maintains the EMS Construction Fund (aka the EMS Capital Projects Fund) (“Fund #402”), which is maintained in the Delaware County treasury; and

WHEREAS, there is a total balance of \$2,790,768.69 in Fund #40211405; of which \$2,000,000 has been approved by the Delaware County Board of County Commissioners to be transferred out of the General Fund and is waiting approval from the Tax Commissioner and the Court of Common Pleas in accordance with Sections 5705.15 and 5705.16 of the Ohio Revised Code, and

WHEREAS, this Board has determined that no funds on deposit in Fund #402 constitute proceeds or balances of loans, bond issues, special levies for the payment of loans or bond issues, the proceeds or balances of funds derived from any excise tax levied by law for a specified purpose, or the proceeds or balances of any license fees imposed by law for a specified purpose; and

WHEREAS, this Board has further determined that its previous intentions to construct a new EMS Station are no longer appropriate, given current budgetary constraints; and

WHEREAS, this Board has further determined that \$682,956.05 of the total current available balance of Fund #402 is no longer required for the purpose for which that amount was originally appropriated to that Fund and that those monies would be more appropriately used to address current budgetary constraints via a transfer from Fund #402 to the County General Fund (Fund #100); and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has previously and by proper legislation declared its intentions to construct a new Delaware County EMS Station 11 at the intersection of Africa Road and US Rte 36/State Rte 37 in Berlin Township, Delaware County, Ohio; and

WHEREAS, the Board heretofore created and maintains the Capital Projects Fund (“Fund #404”), which is maintained in the Delaware County treasury; and

WHEREAS, there is a total balance of \$134,154.03 in Fund #404, and

WHEREAS, this Board has determined that no funds on deposit in Fund #404 constitute proceeds or balances of loans, bond issues, special levies for the payment of loans or bond issues, the proceeds or balances of

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funds derived from any excise tax levied by law for a specified purpose, or the proceeds or balances of any license fees imposed by law for a specified purpose; and

WHEREAS, this Board has further determined that its previous intentions to construct a new Court Facility is no longer appropriate, given current budgetary constraints; and

WHEREAS, this Board has further determined that \$134,154.03, of the total current available balance of Fund #404 is no longer required for the purpose for which that amount was originally appropriated to that Fund and that those monies would be more appropriately used to address current budgetary constraints via a transfer from Fund #404 to the County General Fund (Fund #100); and

WHEREAS, the Board heretofore created and maintains the Infrastructure Development Fund ("Fund #408"), which is maintained in the Delaware County treasury; and

WHEREAS, there is a total balance of \$784,888.72 in Fund #408, and

WHEREAS, this Board has determined that no funds on deposit in Fund #408 constitute proceeds or balances of loans, bond issues, special levies for the payment of loans or bond issues, the proceeds or balances of funds derived from any excise tax levied by law for a specified purpose, or the proceeds or balances of any license fees imposed by law for a specified purpose; and

WHEREAS, this Board has further determined that its previous intentions to construct assist with future infrastructure development is no longer appropriate, given current budgetary constraints; and

WHEREAS, this Board has further determined that \$784,888.72, of the total current available balance of Fund #408 is no longer required for the purpose for which that amount was originally appropriated to that Fund and that those monies would be more appropriately used to address current budgetary constraints via a transfer from Fund #408 to the County General Fund (Fund #100); and

WHEREAS, Section 5705.16 of the Revised Code requires that this Board adopt a resolution declaring the necessity for a transfer of funds pursuant to Section 5705.15 of the Revised Code prior to the filing of a petition to transfer the money as set forth herein;

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

Section 1. This Board hereby finds, determines and declares that (a) no funds on deposit in the Fund constitute proceeds or balances of loans, bond issues, special levies for the payment of loans or bond issues, the proceeds or balances of funds derived from any excise tax levied by law for a specified purpose, or the proceeds or balances of any license fees imposed by law for a specified purpose; (b) its previous intentions to construct a new EMS Station are no longer appropriate, given current budgetary constraints; (c) \$682,956.05 of the total current balance of the Fund is no longer required for the purpose for which said amount was originally appropriated to the Fund and that said amount would be more appropriately used to address current budgetary constraints; and (d) \$682,956.05 should be transferred from Fund #402 to the County General Fund (Fund #100).

Section 2. This Board hereby finds, determines and declares that (a) no funds on deposit in the Fund #404 constitute proceeds or balances of loans, bond issues, special levies for the payment of loans or bond issues, the proceeds or balances of funds derived from any excise tax levied by law for a specified purpose, or the proceeds or balances of any license fees imposed by law for a specified purpose; (b) its previous intentions to construct a new Court Facility are no longer appropriate, given current budgetary constraints; (c) \$134,154.03 of the total current balance of the Fund is no longer required for the purpose for which said amount was originally appropriated to the Fund and that said amount would be more appropriately used to address current budgetary constraints; and (d) \$134,154.03 should be transferred from Fund #404 to the County General Fund (Fund #100).

Section 3. This Board hereby finds, determines and declares that (a) no funds on deposit in the Fund #408 constitute proceeds or balances of loans, bond issues, special levies for the payment of loans or bond issues, the proceeds or balances of funds derived from any excise tax levied by law for a specified purpose, or the proceeds or balances of any license fees imposed by law for a specified purpose; (b) its previous intentions to construct a new Court Facility are no longer appropriate, given current budgetary constraints; (c) \$784,888.72 of the total current balance of the Fund is no longer required for the purpose for which said amount was originally appropriated to the Fund and that said amount would be more appropriately used to address current budgetary constraints; and (d) \$784,888.72 should be transferred from Fund #408 to the County General Fund (Fund #100).

Section 4. The County Prosecutor is hereby authorized and directed to prepare, in consultation with the members of this Board and other County officials and employees, as he may deem appropriate, and in accordance with the terms of this Resolution, a Petition to Transfer Funds (the "Petition"), and to submit the Petition, along with a copy of this Resolution, to the State Tax Commissioner for approval of the transfer set forth in Section 1 hereof, in accordance with Section 5705.16 of the Revised Code.

Section 5. Upon approval of the State Tax Commissioner, the County Prosecutor is authorized and directed

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to file the Petition with the Court of Common Pleas of Delaware County, Ohio (the "Court").

Section 6. Upon the filing of the Petition with the Court, the Clerk of this Board is hereby authorized and directed to cause notice of the filing, object and prayer of the Petition, and the time when the Petition will be heard by the Court, to be published one time in two newspapers of general circulation in this County.

Section 7. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

**RESOLUTION NO. 09-1191**

**IN THE MATTER OF ADOPTING RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, The Board of County Commissioners has passed Resolution No. 07-543 to reduce the real property tax collection rate from 2.8 mills to 1.8 mills, beginning with tax year 2008 for collection in year 2009 and thereafter for a continuing period of time, pursuant to R.C. 5705.313(A); and

WHEREAS, the Budget Commission of Delaware County, Ohio has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation;

THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Delaware County, Ohio that the amounts and rates as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further resolved, that there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

**SCHEDULE A**

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

DELAWARE COUNTY TAX YEAR 2009  FUND	Amount	Amount	County Auditor's	
	Approved by Budget Commission	to Be Derived from levies	Estimate of Tax Rate to be Levied	
	Inside 10 M. Limitation	Outside 10 M. Limitation	Inside 10 M. Limit	Outside 10 M. Limit
General Fund	11,247,252		1.80	
Permanent Improvement Fund	624,847		0.10	
Developmental Disabilities Fund		12,991,208		2.10
9-1-1- Operations Fund		2,458,508		0.45
Senior Citizens		5,616,678		0.90
Debt Service		937,271		0.15
<b>TOTAL</b>	<b>11,872,099</b>	<b>22,003,664</b>	<b>1.90</b>	<b>3.60</b>

BE IT RESOLVED, that the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**Commissioners' Committees Reports  
(Refer To Cd Minutes For Entire Record)**

**Commissioner O'Brien**  
-Attended The Central Ohio Youth Center Meeting  
-Thanked The Fair For Their Hospitality

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Commissioner Hanks  
-Plaque For Operation Freedom

Commissioner Thompson  
-Partners Ideas With Surrounding Counties

Dave Cannon And Kyle Royer –Concerns On Ballot Language Concerning Tornado Warning Levy On  
November Ballot

**RESOLUTION NO. 09-1192**

**IN THE MATTER OF CHANGING THE STARTING TIME FOR THE THURSDAY SEPTEMBER  
24, 2009, COMMISSIONERS’ SESSION TO 9:00AM:**

It was moved by Mr. Hanks, seconded by Mr. O’Brien to approve changing the starting time for the Thursday  
September 24, 2009, Commissioners’ Session To 9:00am.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

**RESOLUTION NO. 09-1193**

**IN THE MATTER OF ADJOURNING THE MEETING:**

It was moved by Mr. O’Brien, seconded by Mr. Hanks to adjourn the meeting.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

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Todd Hanks

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Ken O’Brien

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Tommy Thompson