

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 9, 2016

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

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

1
RESOLUTION NO. 16-432

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 5, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 5, 2016; 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. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 16-433

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0506:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0506 and Purchase Orders as listed below:

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

5
RESOLUTION NO. 16-434

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Department requested for Brian Galligher to attend a CCAO Opiate Conference in Columbus, Ohio May 2, 2016; at the cost of \$135.00 (fund number 10011108).

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

6
RESOLUTION NO. 16-435

IN THE MATTER OF ACCEPTING THE AWARD OF THE DEPARTMENT OF YOUTH SERVICES – DETENTION ALTERNATIVE AND ENHANCEMENT GRANT FOR JUVENILE COURT:

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

WHEREAS, the Delaware County Juvenile Court has applied for and been awarded the Ohio Department of Youth Services – Detention Alternative and Enhancement award (the "Grant"); and

WHEREAS, the Grant will implement a Crisis Alternative Response Team in the hope of reducing the number of days status/non-violent offenders service in detention and

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WHEREAS, a local match is not required for the Grant; and

WHEREAS, Court Administrator, Katie Stenman, is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Court Administrator Stenman as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	DYS – Detention Alternative
Source:	Ohio Department of Youth Services
Grant Period:	June 1, 2016 – June 30, 2017
Federal Grant Amount:	\$88,231.19
Local Match:	<u>0.00</u>
Total Grant Amount:	\$88,231.19

Section 2. The Board hereby authorizes Court Administrator Stenman, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. The Board hereby approves the following a supplemental appropriation for Juvenile Court:

Supplemental Appropriations

26782602-5001	DYS – Detention Alternative/ Compensation	23,302.30
26782602-5101	DYS – Detention Alternative/ Health Care	11,890.19
26782602-5102	DYS – Detention Alternative / WComp	233.02
26782602-5120	DYS – Detention Alternative/ OPERS	3,262.32
26782602-5131	DYS – Detention Alternative/ Med	337.88
26782602-5201	DYS – Detention Alternative/ Gen. Supplies	379.95
26782602-5260	DYS – Detention Alternative/ Equipment	1,500.00
26782602-5305	DYS – Detention Alternative/ Training	2,850.00
26782602-5330	DYS – Detention Alternative/ Cell Phone	350.00
26782602-5360	DYS – Detention Alternative/ Respite	9,333.33

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

7
RESOLUTION NO. 16-436

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR NORTHPOINTE PLAZA:

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

WHEREAS, on May 9, 2016, a Ditch Maintenance Petition for Northpointe Plaza was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Northpointe Plaza located off of U.S. Route 23and Meadow Park Avenue in Orange Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the

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improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$416,324.92. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 32.971 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$12,627 per acre. An annual maintenance fee equal to 2% of this basis (\$252.54) will be collected for each developed lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all the lots in the amount of \$8,326.50 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

8

RESOLUTION NO. 16-437

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR NORTHPOINTE PLAZA:

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

Whereas, Tuller Square Northpointe LLC has submitted the Plat of Subdivision ("Plat") for Northpointe Plaza, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on April 1, 2016; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on April 1, 2016; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on April 4, 2016; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on April 7, 2016; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on April 29, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Northpointe Plaza.

Northpointe Plaza

Situated in the State of Ohio, County of Delaware, Township of Orange, and in Farm Lots 5 (38.091 Ac.) and 22 (10.910 Ac.), Quarter Township 3, Township 3, Range 18, United State Military Lands, containing 49.001 acres of land, more or less, said 49.001 acres being comprised of all of Lot 1290 of the subdivision entitled "Meadows at North High", of record in Plat Book 21, Page 46, all of those tracts of land conveyed to Tuller Square Northpointe LLC, by deeds of record in Official Record 3, Page 604, Official Record 3, Page 609, Official Record 15, Page 1401, Official Record 15, Page 1408, Official Record 38, Page 624 and Official Record 1042, Page 795, and all of that tract of land conveyed to Wal-Mart Real Estate Business Trust by deed of record in Deed Book 657, Page 723, Recorder's Office, Delaware County, Ohio. Cost: \$39.

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

9

RESOLUTION NO. 16-438

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND AND RELEASING CONSTRUCTION BOND FOR NELSON FARMS SECTION 2, PHASE B:

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

WHEREAS, the roadway construction has been completed for Nelson Farms Section 2, Phase B Subdivision; and

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WHEREAS, as a result of recent field review, the Delaware County Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one-year maintenance period; and

WHEREAS, in accordance with the Owner’s Agreement, the Engineer recommends that the maintenance bond be set at \$45,400, which is ten percent of the original construction estimate, and that the project be placed on the required one-year maintenance period; and

WHEREAS, the Owner has submitted a maintenance bond meeting all requirements; and

WHEREAS, the Engineer recommends release and return of the construction bond being held as surety to the Owner, Nelson Farms Associates.

NOW, THEREFORE, BE IT RESOLVED that

Section 1. The Delaware County Board of Commissioners approves establishing a maintenance bond for Nelson Farms Section 2, Phase B Subdivision in the amount of \$45,400.

Section 2. The Delaware County Board of Commissioners approves the release and return of the construction bond being held as surety to the Owner, Nelson Farms Associates.

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

10

RESOLUTION NO. 16-439

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR POWELL GRAND COMMUNITIES:

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

WHEREAS, on May 9, 2016, a Ditch Maintenance Petition for Powell Grand Communities was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Powell Grand Communities located off of Sawmill Parkway and Bunker Lane in Liberty Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$6,200. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 34.15 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$181.55 per acre. An annual maintenance fee equal to 2% of this basis (\$3.63) will be collected for each developed lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year’s assessment for all the lots in the amount of \$124.00 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

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RESOLUTION NO. 16-440

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IN THE MATTER OF RE-BIDDING THE PROJECT KNOWN AS BOX CULVERT SUPPLY CONTRACT 2016-8:

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

WHEREAS, the Board approved by Resolution 16-311 to declare necessity for Improvements to bridges located on Wheeler Road over Horseshoe Run in Oxford Township and Moody Road over Culver Creek in Porter Township, approved plans, specifications and estimates for the contract for said Improvements, and advertise for bids; and,

WHEREAS, no bids were received for the Contract.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners that the County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

**Public Notice
Advertisement for Bids**

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00 a.m. Tuesday, May 31, 2016, at which time and place they will be publicly opened and read aloud, for the project known as

Box Culvert Supply Contract 2016-8A (Rebid)

All proposals shall be submitted electronically through the webservice www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of 100% of the total project cost.

The Owner of the project is the Delaware County Board of Commissions. Copies of the plans and specifications must be obtained from the www.bidxpress.com site. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Bids and Notices".

The Owner requires that all work associated with the project be completed before September 15, 2016. The estimated notice of commencement date is June 13, 2016.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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 bidder 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.

Delaware Gazette Advertisement: May 13, 2016

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

12

RESOLUTION NO. 16-441

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

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

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:

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Permit #	Applicant	Location	Type of Work
U16-061	WOW	Meadows Dr.	Directional Bore
U16-062	WOW	Royal Dornoch Circle	Directional Bore
U16-063	WOW	Covered Bridge Dr.	Directional Bore
U16-064	WOW	Maketewah Dr.	Directional Bore
U16-065	Frontier	Sawmill Parkway	Relocate cable
U16-066	Level 3	Bunty Station Rd.	Place cable in ROW
U16-067	Time Warner Cable	Highfield Dr.	Place cable in ROW
U16-068	Time Warner Cable	Veronica Place	Directional Bore
U16-069	Time Warner Cable	High Meadows Village Dr.	Directional Bore
U16-070	Time Warner Cable	Sawmill Parkway	Directional Bore
U16-071	Consolidated Electric	Green Cook Rd.	Provide Service
U16-072	Time Warner Cable	Sheffield Park Subdivision	Directional Bore
U16-073	AEP	Presidential Parkway	Directional Bore
U16-074	AEP	Home Road	Relocate Poles

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

13

RESOLUTION NO. 16-442

IN THE MATTER OF APPROVING THE MULTIPLE AWARD CONTRACTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND BEEMS BP DISTRIBUTING, INC.; BRIGHTSTAR PROPANE & FUELS; HERITAGE PETROLEUM; MANSFIELD OIL COMPANY OF GAINESVILLE, INC.; PETROLEUM TRADERS CORPORATION AND PORTS PETROLEUM FOR BULK GASOLINE & DIESEL FUELS FOR DELAWARE COUNTY:

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

Whereas, the Manager of Facilities recommends approval of the multiple award contracts with Beems BP Distributing, Inc.; BrightStar Propane & Fuels; Heritage Petroleum; Mansfield Oil Company of Gainesville, Inc.; Petroleum Traders Corporation and Ports Petroleum for Bulk Gasoline & Diesel Fuels For Delaware County;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the multiple award contracts between The Delaware County Board of Commissioners and Beems BP Distributing, Inc.; BrightStar Propane & Fuels; Heritage Petroleum; Mansfield Oil Company of Gainesville, Inc.; Petroleum Traders Corporation and Ports Petroleum For Bulk Gasoline & Diesel Fuels For Delaware County:

Beems BP Distributing, Inc.

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

This Contract made by and between:

**Beems 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 goods and/or services described in the Bid Documents, **which is**

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attached hereto as Exhibit "A" and as necessary to produce the results intended by the Bid Documents for:
ITB #16-01 - Bulk Gasoline & Diesel Fuels

ARTICLE 2

2.1 In consideration of the bids received by the Board of Commissioners, Delaware County, Ohio, and publicly opened on February 17, 2016 for Bulk Gasoline & Diesel Fuels, submitted by, and awarded by Resolution No. 16-261 to:

Beems BP Distributing, Inc.
BrightStar Propane & Fuels
Heritage Petroleum
Mansfield Oil Company of Gainesville, Inc.
Petroleum Traders Corporation
Ports Petroleum

subject to terms and conditions as provided in the Bid Documents, the Owner agrees for each individual fuel order to contact the 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 estimated annual value of Seven Hundred Fifty Thousand dollars (\$750,000.00) for combination of all multiple awarded contracts.

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

ARTICLE 3

3.1 The original term of this contract shall be for three (3) years, beginning April 1, 2016, and ending March 31, 2019.

3.2 This Contract may be renewed at the end of the original period or any renewal period for up to two (2) additional one (1) year periods, if agreed upon in writing by both parties.

3.3 The Owner 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 goods and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Owner may, at its sole option, terminate this Contract with the Contractor effective immediately upon written notice of its intent to do so. The Owner shall not be liable for payment of goods or services provided after the effective date of termination.

ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Owner 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 Owner, 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 Owner 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 Owner.

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.

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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 Owner 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 Owner, 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 Owner.

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.

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 Owner.

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.

BrightStar Propane & Fuels

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

This Contract made by and between:

**BrightStar Propane & Fuels
6190 Frost Rd.
Westerville, OH 43082**

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

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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 goods and/or services described in the Bid Documents, **which is attached hereto as Exhibit "A"** and as necessary to produce the results intended by the Bid Documents for:
ITB #16-01 - Bulk Gasoline & Diesel Fuels

ARTICLE 2

2.1 In consideration of the bids received by the Board of Commissioners, Delaware County, Ohio, and publicly opened on February 17, 2016 for Bulk Gasoline & Diesel Fuels, submitted by, and awarded by Resolution No. 16-261 to:

Beems BP Distributing, Inc.
BrightStar Propane & Fuels
Heritage Petroleum
Mansfield Oil Company of Gainesville, Inc.
Petroleum Traders Corporation
Ports Petroleum

subject to terms and conditions as provided in the Bid Documents, the Owner agrees for each individual fuel order to contact the 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 estimated annual value of Seven Hundred Fifty Thousand dollars (\$750,000.00) for combination of all multiple awarded contracts.

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

ARTICLE 3

3.1 The original term of this contract shall be for three (3) years, beginning April 1, 2016, and ending March 31, 2019.

3.2 This Contract may be renewed at the end of the original period or any renewal period for up to two (2) additional one (1) year periods, if agreed upon in writing by both parties.

3.3 The Owner 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 goods and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Owner may, at its sole option, terminate this Contract with the Contractor effective immediately upon written notice of its intent to do so. The Owner shall not be liable for payment of goods or services provided after the effective date of termination.

ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Owner 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 Owner, 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 Owner 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 Owner.

4.5 Insurance:

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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 Owner 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 Owner, 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 Owner.

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.

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 Owner.

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.

Heritage Petroleum

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

This Contract made by and between:

Heritage Petroleum

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516 N 7th Ave., POB 6850
Evansville, IN 47719

(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 goods and/or services described in the Bid Documents, **which is attached hereto as Exhibit "A"** and as necessary to produce the results intended by the Bid Documents for:

ITB #16-01 - Bulk Gasoline & Diesel Fuels

ARTICLE 2

2.1 In consideration of the bids received by the Board of Commissioners, Delaware County, Ohio, and publicly opened on February 17, 2016 for Bulk Gasoline & Diesel Fuels, submitted by, and awarded by Resolution No. 16-261 to:

Beems BP Distributing, Inc.
BrightStar Propane & Fuels
Heritage Petroleum
Mansfield Oil Company of Gainesville, Inc.
Petroleum Traders Corporation
Ports Petroleum

subject to terms and conditions as provided in the Bid Documents, the Owner agrees for each individual fuel order to contact the 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 estimated annual value of Seven Hundred Fifty Thousand dollars (\$750,000.00) for combination of all multiple awarded contracts.

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

ARTICLE 3

3.1 The original term of this contract shall be for three (3) years, beginning April 1, 2016, and ending March 31, 2019.

3.2 This Contract may be renewed at the end of the original period or any renewal period for up to two (2) additional one (1) year periods, if agreed upon in writing by both parties.

3.3 The Owner 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 goods and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Owner may, at its sole option, terminate this Contract with the Contractor effective immediately upon written notice of its intent to do so. The Owner shall not be liable for payment of goods or services provided after the effective date of termination.

ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Owner 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 Owner, 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 Owner by reason of the things above

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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 Owner.

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 Owner 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 Owner, 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 Owner.

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.

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 Owner.

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.

Mansfield Oil Company of Gainesville, Inc.

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
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Multiple Award Contract

This Contract made by and between:

**Mansfield Oil Company of Gainesville, Inc.
1025 Airport Parkway SW
Gainesville, GA 30501**

(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 goods and/or services described in the Bid Documents, **which is attached hereto as Exhibit "A"** and as necessary to produce the results intended by the Bid Documents for:

ITB #16-01 - Bulk Gasoline & Diesel Fuels

ARTICLE 2

2.1 In consideration of the bids received by the Board of Commissioners, Delaware County, Ohio, and publicly opened on February 17, 2016 for Bulk Gasoline & Diesel Fuels, submitted by, and awarded by Resolution No. 16-261 to:

*Beems BP Distributing, Inc.
BrightStar Propane & Fuels
Heritage Petroleum
Mansfield Oil Company of Gainesville, Inc.
Petroleum Traders Corporation
Ports Petroleum*

subject to terms and conditions as provided in the Bid Documents, the Owner agrees for each individual fuel order to contact the 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 estimated annual value of Seven Hundred Fifty Thousand dollars (\$750,000.00) for combination of all multiple awarded contracts.

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

ARTICLE 3

3.1 The original term of this contract shall be for three (3) years, beginning April 1, 2016, and ending March 31, 2019.

3.2 This Contract may be renewed at the end of the original period or any renewal period for up to two (2) additional one (1) year periods, if agreed upon in writing by both parties.

3.3 The Owner 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 goods and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Owner may, at its sole option, terminate this Contract with the Contractor effective immediately upon written notice of its intent to do so. The Owner shall not be liable for payment of goods or services provided after the effective date of termination.

ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Owner 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.

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4.4 To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Owner, 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 Owner 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 Owner.

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 Owner 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 Owner, 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 Owner.

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.

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 Owner.

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ARTICLE 6

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

Petroleum Traders Corporation

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

This Contract made by and between:

**Petroleum Traders Corporation
7120 Pointe Inverness Way
Fort Wayne, IN 46804**

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

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

ARTICLE 1

1.1 The Contractor shall provide the goods and/or services described in the Bid Documents, **which is attached hereto as Exhibit "A"** and as necessary to produce the results intended by the Bid Documents for:

ITB #16-01 - Bulk Gasoline & Diesel Fuels

ARTICLE 2

2.1 In consideration of the bids received by the Board of Commissioners, Delaware County, Ohio, and publicly opened on February 17, 2016 for Bulk Gasoline & Diesel Fuels, submitted by, and awarded by Resolution No. 16-261 to:

*Beems BP Distributing, Inc.
BrightStar Propane & Fuels
Heritage Petroleum
Mansfield Oil Company of Gainesville, Inc.
Petroleum Traders Corporation
Ports Petroleum*

subject to terms and conditions as provided in the Bid Documents, the Owner agrees for each individual fuel order to contact the 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 estimated annual value of Seven Hundred Fifty Thousand dollars (\$750,000.00) for combination of all multiple awarded contracts.

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

ARTICLE 3

3.1 The original term of this contract shall be for three (3) years, beginning April 1, 2016, and ending March 31, 2019.

3.2 This Contract may be renewed at the end of the original period or any renewal period for up to two (2) additional one (1) year periods, if agreed upon in writing by both parties.

3.3 The Owner 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 goods and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Owner may, at its sole option, terminate this Contract with the Contractor effective immediately upon written notice of its intent to do so. The Owner shall not be liable for payment of goods or services provided after the effective date of termination.

ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Owner 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

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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 Owner, 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 Owner 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 Owner.

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 Owner 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 Owner, 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 Owner.

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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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 Owner.

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.

Ports Petroleum

Delaware County Board of Commissioners
Multiple Award Contract

This Contract made by and between:

Ports Petroleum
1337 Blachleyville Rd.
Wooster, OH 44691

(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 goods and/or services described in the Bid Documents, **which is attached hereto as Exhibit "A"** and as necessary to produce the results intended by the Bid Documents for:

ITB #16-01 - Bulk Gasoline & Diesel Fuels

ARTICLE 2

2.1 In consideration of the bids received by the Board of Commissioners, Delaware County, Ohio, and publicly opened on February 17, 2016 for Bulk Gasoline & Diesel Fuels, submitted by, and awarded by Resolution No. 16-261 to:

Beems BP Distributing, Inc.
BrightStar Propane & Fuels
Heritage Petroleum
Mansfield Oil Company of Gainesville, Inc.
Petroleum Traders Corporation
Ports Petroleum

subject to terms and conditions as provided in the Bid Documents, the Owner agrees for each individual fuel order to contact the 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 estimated annual value of Seven Hundred Fifty Thousand dollars (\$750,000.00) for combination of all multiple awarded contracts.

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

ARTICLE 3

3.1 The original term of this contract shall be for three (3) years, beginning April 1, 2016, and ending March 31, 2019.

3.2 This Contract may be renewed at the end of the original period or any renewal period for up to two (2) additional one (1) year periods, if agreed upon in writing by both parties.

3.3 The Owner 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 goods and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Owner may, at its sole option, terminate this Contract with the Contractor effective immediately upon written notice of its intent to do so. The Owner shall not be liable for payment of goods or services provided after the effective date of termination.

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ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Owner 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 Owner, 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 Owner 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 Owner.

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 Owner 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 Owner, 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 Owner.

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

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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.

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 Owner.

ARTICLE 6

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

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

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RESOLUTION NO. 16-443

IN THE MATTER OF APPROVING THE LEASE AGREEMENT FOR ATM PLACEMENT (BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY BANK AND TRUST CO. FOR AN ATM IN THE COUNTY'S RUTHERFORD B. HAYES SERVICES BUILDING:

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

Whereas, the Manager of Facilities recommends approval of the lease agreement for ATM Placement by and between The Delaware County Board Of Commissioners and The Delaware County Bank And Trust Co. for an ATM in the County's Rutherford B. Hayes Services Building;

Now Therefore Be It Resolved, That The Delaware County Board Of Commissioners approve the lease agreement for ATM Placement by and between The Delaware County Board Of Commissioners and The Delaware County Bank and Trust Co. for an ATM in the County's Rutherford B. Hayes Services Building:

**The Delaware County Bank & Trust Co.
ATM PLACEMENT LEASE AGREEMENT**

THIS LEASE AGREEMENT FOR ATM PLACEMENT (this "Agreement") is made by and between the Delaware County Board of Commissioners ("County"), having its principal office at 101 North Sandusky Street, Delaware, OH 43015, and The Delaware County Bank and Trust Co. ("Customer"), having its principal office and place of business located at 110 Riverbend Ave., Powell, OH 43065.

1. **Purpose:** Subject to the terms and conditions set forth herein, Delaware County Bank has agreed to place an ATM located in the vending area on the ground floor of the County's Rutherford B. Hayes Services Building, located at 140 North Sandusky Street, Delaware, OH 43015 (the "Premises").
2. **County Responsibilities:**
 - Supply standard **110V outlet**
 - Agree to allow unit to be bolted to the floor
3. **Rent:** Delaware County Bank will pay the payment of **\$1.00** per year as a rental fee for the placement of a cash withdrawal ATM on the Premises as portrayed in the attached ATM visual and specification sheet.
4. **Exclusivity & Assumability:** The County agrees not to permit any competing device, or personnel that may cause the ATM's monthly transaction volume to lower unless agreed upon in writing.
5. **Term of Agreement:** The term of this agreement shall be for five (5) years from the date of this Agreement or the installation date of the ATM, whichever is later, unless amended by a written agreement by both parties. Notwithstanding the foregoing, the County may terminate this Agreement for the convenience of the County upon providing written notice to the Customer.
6. **Notices:** All notices given under this Agreement, except as otherwise provided, shall be written and shall be deemed effective upon mailing. All such notices shall be mailed via certified or registered mail to the parties at the address set forth below or to such other addresses as the parties may subsequently indicate in writing.

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Customer:	County:
The Delaware County Bank & Trust Facilities	Jon Melvin, Manager of
Attn: David Archibald, SVP	1405 US Rte. 23 North
PO Box 1001	Delaware, Ohio 43015
Lewis Center, Ohio 43035	

7. **Insurance:** Customer agrees that, at its own cost and expense, it shall procure and continue in force, in the names of Customer and County, general liability insurance against any and all claims for injuries to persons or damage to property occurring as a result of the ATM placement pursuant to this Agreement. Such insurance shall at all times be in an amount the County, in its sole discretion, reasonably deems to be sufficient. Such insurance shall be written by a company or companies reasonably acceptable to County and authorized to engage in the business of general liability insurance in the State of Ohio, and a certificate of all such policies procured by Customer in compliance herewith shall be delivered to County.

Indemnification: Customer agrees to indemnify and hold harmless County, its elected officials, agents and employees against and from any and all losses, damages, lawsuits, costs, judgments, attorney's fees, expenses, claims, or any other liabilities they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Customer, any person directly or indirectly employed thereby, or any person for whose acts any of them may be liable arising from this Agreement. Customer further agrees to defend County, its elected officials, agents, and employees in any lawsuit, arbitration, or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way related to this Agreement

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

15
RESOLUTION NO. 16-444

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A COMMUNITY BASED CORRECTIONS PROGRAMS NON RESIDENTIAL FELONY GRANT (407) FOR ADULT COURT SERVICES:

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

WHEREAS, the Delaware County Adult Court Services has applied for the Community Based Corrections Program Non-Residential Felony Grant for 2017: and

WHEREAS, the Grant will provide funding for two Intensive Supervision Officers and a Prison Diversion officer; and

WHEREAS, a local match is not required for the Grant;

Grant #	407
Source:	Ohio Department of Rehabilitation and Correction
Grant Period:	July 1, 2016 to June 30, 2017
Grant Amount:	\$ 165,732.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$ 165,732.00

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

16
RESOLUTION NO. 16-445

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A COMMUNITY BASED CORRECTIONS PROGRAMS NON RESIDENTIAL MISDEMEANANT GRANT (408) FOR ADULT COURT SERVICES:

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

WHEREAS, the Delaware County Adult Court Services has applied for the Community Based Corrections Program Non-Residential Misdemeanant Grant for 2017: and

WHEREAS, the Grant will provide for Pre-Sentence Investigators and a Jail Diversion officer; and

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WHEREAS, a local match is not required for the Grant;

Grant #	408
Source:	Ohio Department of Rehabilitation and Correction
Grant Period:	July 1, 2016 to June 30, 2017
Grant Amount:	\$ 115,000.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$ 115,000.00

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

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RESOLUTION NO. 16-446

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND AUTHORIZING THE DISPOSAL OF CERTAIN PERSONAL PROPERTY:

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

WHEREAS, Delaware County will have hard drives, data tapes, and phones which are not needed for public use, or are obsolete or unfit for the use for which they were acquired; and

WHEREAS, the hard drives may contain sensitive information that must be destroyed; and

WHEREAS, Ohio Mobile Shredding service is NAID Certified and guarantees complete data security and disk destruction in accordance with privacy legislation; and

WHEREAS, Ohio Mobile Shredding will provide a Certificate of Destruction; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, when the above type of personal property becomes obsolete, unfit, or not needed for public use and when the estimated fair market value of each item is less than \$250.00, the Board hereby authorizes the disposal of the personal property by shredding through Ohio Mobile Shredding.

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

18

RESOLUTION NO. 16-447

IN THE MATTER OF MAKING REQUEST TO THE OHIO DEVELOPMENT SERVICES AGENCY (ODSA) FOR THE USE OF DELAWARE COUNTY'S ECONOMIC DEVELOPMENT REVOLVING LOAN FUND FOR AN ANALYSIS OF IMPEDIMENTS:

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

WHEREAS, the Delaware County ED RLF currently has a balance of \$200,014.49; and

WHEREAS, it is a requirement by the Ohio Development Services Agency under the Community Development Block Grant program to conduct an Analysis of Impediments to Fair Housing of Delaware County; and

WHEREAS, the analysis cost is not to exceed \$10,000 per the Ohio Development Services Agency guidelines;

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

Section 1. The Board hereby requests that ODSA allows Delaware County to use \$10,000 of the ED RLF for an Analysis of Impediments to Fair Housing of Delaware County.

Section 2. The Economic Development Coordinator is hereby directed to forward this resolution to the Office of Community Development, Ohio Development Services Agency.

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

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RESOLUTION NO. 16-448

IN THE MATTER OF MODIFYING THE BOUNDARY OF THE DELAWARE COUNTY REGIONAL 1A SEWER DISTRICT:

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

WHEREAS, pursuant to section 6117.01(B)(1) of the Revised Code, for the purpose of preserving and promoting the public health and welfare, a board of county commissioners may lay out, establish, consolidate, or otherwise modify the boundaries of, and maintain, one or more sewer districts within the county and outside municipal corporations; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") has established the Regional 1A Sewer District, which is the existing sanitary service area that includes all wastewater discharges tributary to and treated by either the Olentangy Environmental Control Center (OECC) or the Alum Creek Wastewater Reclamation Facility (ACWRF); and

WHEREAS, the proposed sewers that will be providing centralized wastewater service to parcels at the northern boundary of existing Regional 1A Sewer District are able to be extended to the north to serve additional parcels adjacent to the existing boundary; and

WHEREAS, a developer representing some of the individual parcel owners adjacent to the northern boundary, has requested that the Board modify the boundary of the Regional 1A Sewer District to include those parcels, in order to allow for orderly development of the area and to preserve and promote public health and welfare; and

WHEREAS, effective sewer system planning should consider service to additional parcels in the area that are tributary to the planned sewers in order to preserve and promote public health and welfare; and

WHEREAS, the following parcels are located in part or in whole outside of the current boundary for the Regional 1A Sewer District and are requesting service or are tributary to the areas as defined above, collectively to be known as the NW Interchange Parcels, and are identified with the following Parcel Identification Numbers:

41722002003000	41722002015000	41811002017000
41722002012000	41722002007004	41811001010000
41811001008000	41722002010000	41811001014000
41811001031000	41722002011000	41811001040000
41722002002000	41722002014002	41811001047000
41722002014001	41722002014003	41811002003000
41722002006000	41722002015002	41811002006000
41722002004000	41811001019000	41811002007000
41811001020001	41811001022000	41811002010000
41722002007000	41811001030000	41811002014000
41811001015000	41811001030001	41811001011000
41811001017000	41811001039000	41811001012000
41722002005000	41811001048000	41811001015001
41722002007001	41811001009000	41811001021000
41722002006001	41811001013000	41811001029000
41722002006002	41811001015002	41811001032000
41722002006003	41811001033000	41811001036000
41722002008000	41811001035000	41811001041000
41722002013000	41811001046000	41811002002000
41722002007002	41811002005000	41811002008000
41722002007003	41811002012000	41811002009000
41722002014000	41811002013000	41811002001000
41722002001000	41811002015000	41811002004000
41722002009000	41811002016000	41811002011000
41811001017000	41811001008002	41722002038000
	41722002016000	

(the "NW Interchange Parcels") and shown on the attached Exhibit A; and

WHEREAS, the capacity of the existing sewer system is limited by the existing infrastructure and the modification of the Regional 1A Sewer District boundary does not increase the downstream capacity available.

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

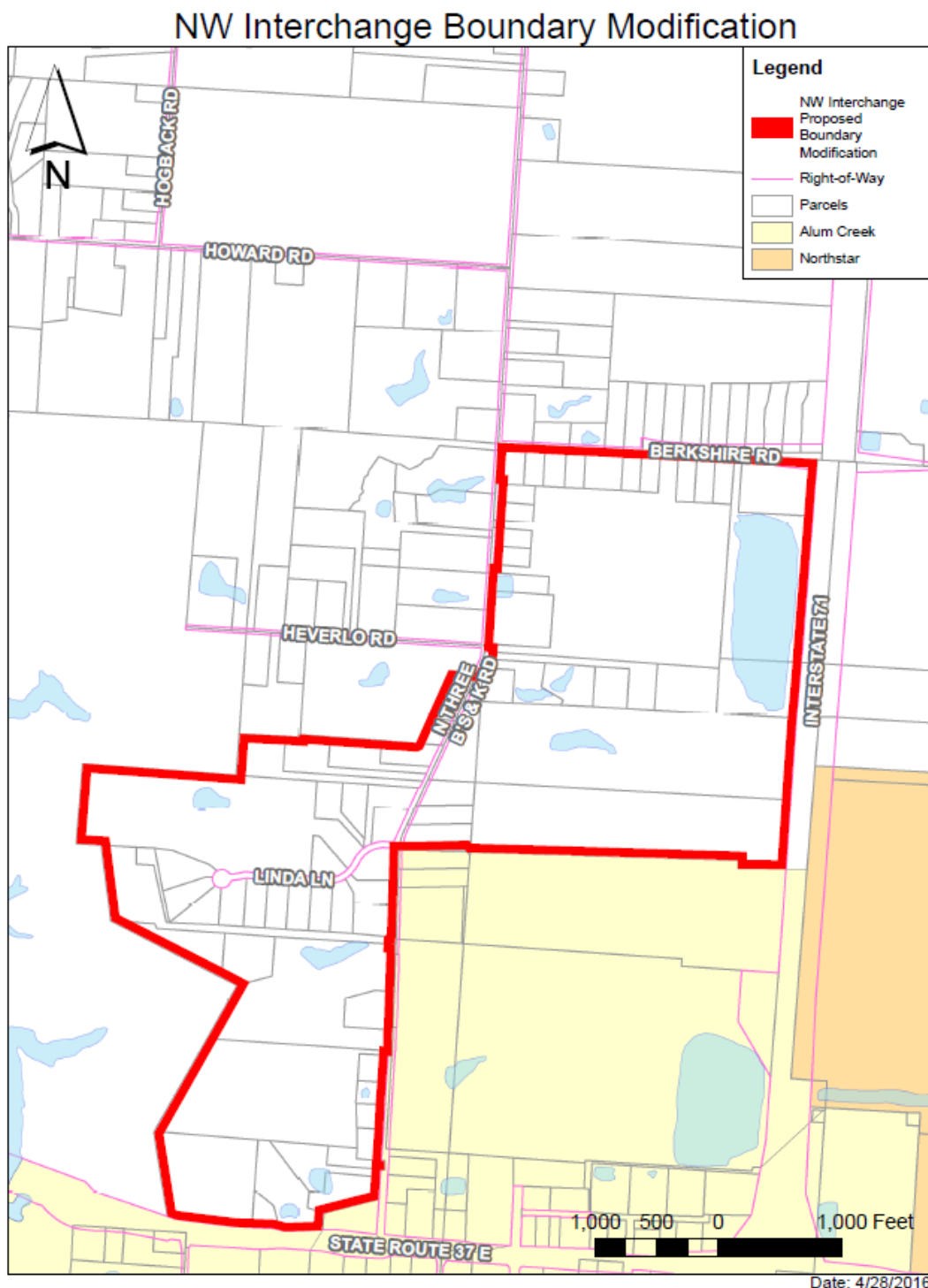
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Section 1. The Board hereby modifies the boundary of the Delaware County Regional 1A Sewer District to include the NW Interchange Parcels, finding that said modification is for the purpose of preserving and promoting the public health and welfare, as well as economic development purposes.

Section 2. The Board hereby directs the Delaware County Sanitary Engineer to cause the official map of the Regional 1A Sewer District to be amended to indicate the modification approved in Section 1 of this Resolution.

Section 3. The Board hereby declares that improvements to the existing sanitary sewer collection system are necessary in order to provide sanitary sewer service to the NW Interchange Parcels.

Section 4. This Resolution shall take effect immediately upon adoption.



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

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RESOLUTION NO. 16-449

**IN THE MATTER OF APPOINTING A MEMBER TO THE CONCORD/SCIOTO COMMUNITY
 AUTHORITY BOARD OF TRUSTEES:**

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

WHEREAS, on March 22, 2007, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 07-331, establishing the Concord/Scioto Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 07-331 and section 349.04 of the Revised Code; and

WHEREAS, the current local government representative is resigning his position, and a replacement appointment is needed to fulfill the unexpired Local Government Representative term;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following member to the Concord/Scioto Community Authority Board of Trustees for the remaining term specified herein:

Position	Appointee	Term Ends
Local Government Representative	Ferzan Ahmed	March 21, 2017

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

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RESOLUTION NO. 16-450

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION AND TRANSFER OF FUNDS:

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

Supplemental Appropriation

10011102-5801 Commissioner General/Miscellaneous Cash 2,500,000.00
Transfer

Transfer of Funds

From	To	
10011102-5801	40411414-4601	2,500,000.00
Commissioner General/Miscellaneous Cash Transfer	Courts Building/Interfund Revenue	

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

- Had a meeting at Commissioner Merrell’s request with Mike Frommer, Rob Riley, Glen Marzluf and Scott Stephens for the Farmland Preservation procedures.
- County Engineer Bauserman and I met with ODOT’s central office about the Big Walnut interchange. The results of a justification study were that a need for a southbound lane exists which essentially prices the project out of feasibility. One solution for that may be putting a ramp meter on the entrance.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton

- Attended a parking study meeting for Delaware City
- There was an article in Saturday’s Dispatch featuring Mike Frommer, our Sanitary Engineer
- Wednesday will be Jack Smelker’s retirement celebration at the Willis Building from 3-6
- There will be a webinar on Wednesday from CCAO about ethics

Commissioner Merrell

- Attended a different parking study meeting for Delaware City
- Attended the MORPC State of the Region luncheon on Friday
- As part of Columbus’ application to the Smart City Challenge, a request for a follow up letter has been received in support of Columbus
- In keeping with being fiscally responsible, I think there should be a way for those apply for the Community Enhancement Grant to show that they use the monies received for the project they presented. Assistant County Administrator Kille will be working on a resolution for policy for that

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Commissioner Lewis

-A press release concerning CodeRed was released. It is important for everyone to know that the program was discontinued to a reasonable timeline in which people were called. Simply too much time was passing to reach everyone in an effective manner.

-Attended a steering committee meeting parking study meeting for Delaware City

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RESOLUTION NO. 16-451

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; PROMOTION; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 10:13 AM.

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

RESOLUTION NO. 16-452

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn out of Executive Session at 11:33AM.

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

There being no further business, the meeting adjourned.

1:30PM WORK SESSION

-RICK CARFAGNA, GENOA TOWNSHIP TRUSTEE

-EMS REFORM POSSIBILITIES

Gary Merrell

Barb Lewis

Jeff Benton