

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2002

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

Present: Donald Wuertz (Absent), Deborah Martin, James D. Ward

9:30 AM Delaware Community Housing Improvement Program (DCHIP) Public Hearing # 1

RESOLUTION NO. 02-1639

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF EMPLOYEES OR PUBLIC OFFICIALS:

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn into Executive Session at 8:32 AM.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

RESOLUTION NO. 02-1640

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn out of Executive Session at 8:37AM.

Vote on Motion Mr. Ward Aye Mr. Wuertz Absent Mrs. Martin Aye

PUBLIC COMMENT- Mr. James- EMS Employee- Family

RESOLUTION NO. 02-1641

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1226A, CMAPR1226B, CMAPR1226C AND CMAPR1227:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve payment of warrants in batch numbers CMAPR1226A, CMAPR1226B, CMAPR1226C and CMAPR1227 and Purchase Orders and Vouchers as listed below:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Compbenefits	Binder Check	60211902-5370	\$ 2,663.02
Ameritas Group Dental	Binder Check	60211902-5370	\$ 9,581.46
Vouchers			
Compbenefits	Binder Check	60211902-5370	\$ 2,663.02
Ameritas Group Dental	Binder Check	60211902-5370	\$ 9,581.46

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

RESOLUTION NO. 02 -1642

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Engineer's Office is requesting that Chris Bauserman attend various NACC and NACO Conferences throughout 2003, at the cost of \$6,500.00.

Vote on Motion Mr. Ward Aye Mr. Wuertz Absent Mrs. Martin Aye

RESOLUTION NO. 02-1643

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, WILLIAM D. FERGUS JR., REQUESTING ANNEXATION OF 0.92 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Ward, seconded by Mrs. Martin to acknowledge that on December 20, 2002, the Clerk to the Board of Commissioners received an annexation petition request to annex 0.92 acres from Delaware Township to the City of Delaware.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

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RESOLUTION NO. 02-1644

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM
AGENT FOR THE PETITIONER, BRENT D. ROSENTHAL, REQUESTING ANNEXATION OF
119.655 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:

It was moved by Mr. Ward, seconded by Mrs. Martin to acknowledge that on December 23, 2002, the Clerk to the Board of Commissioners received an annexation petition request to annex 119.655 acres from Orange Township to the City of Columbus.

Vote on Motion Mr. Ward Aye Mr. Wuertz Absent Mrs. Martin Aye

RESOLUTION NO. 02-1645

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

David LaValle has resigned his position as Zoning Inspector with the Building Regulations Department; effective date January 2, 2003.

Mark Schlauder is being promoted to the position of Crew Chief with the EMS Department in accordance with The Union Contract; effective date December 30, 2002.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

RESOLUTION NO. 02-1646

IN THE MATTER OF EXECUTION OF A REVISED RATE SCHEDULE FOR THE CURRENT
CONTRACT WITH BMS CATASTROPHE FOR DISASTER RECOVERY SERVICES:

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

- Whereas, the Board of Commissioners of Delaware County, State of Ohio, executed an agreement with BMS Catastrophe on August 14, 1995 to perform emergency disaster recovery services in the Delaware County Records Center in cases of, but not limited to smoke, water, odor, etc. damage to Delaware County’s records; and
- Whereas, BMS Catastrophe has made no rate increases since the execution of this contract to present date until this request; and
- Whereas, services from BMS Catastrophe, and payments to BMS Catastrophe are made only on a need basis;

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio to execute a revised rate schedule as proposed by BMS Catastrophe.

(Copy Of Rate Schedule Available In The Commissioners Office Until No Longer Of Administrative Value)

Vote on Motion Mr. Ward Aye Mr. Wuertz Absent Mrs. Martin Aye

RESOLUTION NO. 02-1647

9:30 PM - IN THE MATTER OF PUBLIC HEARING # 1 FOR THE DELAWARE COMMUNITY
HOUSING IMPROVEMENT PROGRAM (DCHIP):

It was moved by Mr. Ward, seconded by Mrs. Martin to open the hearing at 9:33am.

Vote on Motion Mr. Ward Aye Mr. Wuertz Absent Mrs. Martin Aye

RESOLUTION NO. 02-1648

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 1 FOR THE DELAWARE COMMUNITY
HOUSING IMPROVEMENT PROGRAM (DCHIP):

It was moved by Mr. Ward, seconded by Mrs. Martin to close the hearing at 9:47.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

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RESOLUTION NO. 02-1649

IN THE MATTER OF REQUESTING THE APPROVAL TO USE THE DELAWARE REVOLVING
LOAN TO FUND DELAWARE COUNTY HOUSING IMPROVEMENT PROGRAM (DCHIP) FOR
2003:

It was moved by Mr. Ward, seconded by Mrs. Martin to authorize the following:

WHEREAS, Delaware County has established a Revolving Loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, Delaware Revolving Loan Fund would provide funding for the rehabilitation of privately owned and rental housing units for the benefit of eligible Low-Moderate Income (LMI) households throughout the County under the Delaware Comprehensive Housing Improvement Program (DCHIP) for the purpose of addressing these needs; and

WHEREAS, Delaware County is requesting up to \$350,000 in County RLF funds to be used for rehabilitation of 7 units for Private Rehab and 3 units for Rental Rehab, and \$5,000 in Program Income to be use for Testing and Relocation, for the DCHIP Program.

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

SECTION I. The Delaware County Board of Commissioners hereby concur in the use of the RLF in an amount up to \$ 350,000 in RLF, and \$5,000 in Program Income that includes the following activities:

1.	Private Rehabilitation:	\$245,000
2.	Private Rental Rehabilitation:	55,000
3.	Administration:	10,000
4.	Implementation:	40,000
5.	Testing & Relocation	5,000

SECTION II. The Board of Commissioners authorizes the President of the Board to act accordingly in administrating the 2003 DCHIP funds, and understands and agrees that participation in the DCHIP Program requires concurrence from the State of Ohio Department of Development and compliance with Community Housing Improvement Program (CHIP) Guidelines, and all Community Development Block Grant (CDBG) requirements.

Vote on Motion Mr. Ward Aye Mr. Wuertz Absent Mrs. Martin Aye

RESOLUTION NO. 02- 1650

IN THE MATTER OF THE DELAWARE COUNTY COMMISSIONERS CONCURRING WITH THE
VILLAGE OF GALENA ON THE SELECTION OF POGGEMEYER DESIGN GROUP TO WRITE A
COMMUNITY LAND USE PLAN FOR THE FY 2002 CDBG FORMULA PROGRAM:

It was moved by Mr. Ward, seconded by Mrs. Martin to concur with the following:

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, Poggemeyer Design Group will provide a professional consulting services to assist the Village of Galena with writing a Community Land Use Plan to be funded in part by the CDBG FY 2002 Program, a Delaware County Revolving Loan Fund grant and by the Village; and

WHEREAS, funding, in the amount of Five Thousand Dollars (\$5,000) has been provided to Delaware County through the FY02 CDBG Formula Program, and funding in the amount of Twenty Thousand Dollars (\$20,000) has been provided through the Delaware County Revolving Loan Fund by the Delaware County Board of Commissioners, and the Village has earmarked \$25,000 for the Community Land Use Plan; and

WHEREAS, the County’s Economic Development Department has followed the appropriate CDBG procurement procedures, and the Village has recommended that Poggemeyer Design Group be selected as the consulting firm best able to prepare the Community Land Use Plan.

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

Section 1. That the Board of Commissioners authorizes the President of the Board to execute an Agreement concurring with the selection of Poggemeyer Design Group for consulting services

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for the FY02 CDBG Program with the total amount of CDBG and RLF funding for the project not to exceed Twenty-Five Thousand Dollars (\$25,000).

Section 2. That this Resolution shall take effect and be in force immediately after its passage.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

RESOLUTION NO. 02-1651

IN THE MATTER OF REQUESTING THE CANCELLATION OF ADDITIONAL FUNDS FROM THE DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST THE VILLAGE OF SHAWNEE HILLS’ DRAINAGE FACILITY PROJECT:

It was moved by Mr. Ward, seconded by Mrs. Martin to authorize the following:

- WHEREAS, Delaware County received \$60,000 in Fiscal Year 2000 Small Cities Community Development Block Grant (CDBG) funds under the Formula Program for drainage facility improvements in the Village of Shawnee Hills, Ohio, and
- WHEREAS, the total cost of this project was estimated to be \$180,000, and
- WHEREAS, The Delaware County Board of Commissioners approved a RLF infrastructure grant in the amount of \$40,000 on July 3, 2000, and additional RLF grant funds of \$46,062 on July 1, 2002, Resolution #02-853 to further assist in the construction of drainage facility improvements in the Village of Shawnee Hills, Ohio.
- WHEREAS, The Project is completed and the additional RLF funds in the amount of \$46,062 to pay for the additional costs associated with the project are not needed.

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

- Section 1. That the Delaware County Commissioners cancel the additional RLF funds in the amount of \$46,062 to assist the Village of Shawnee Hills for the Storm Drainage Improvement Project.
- Section 2. That this resolution shall take effect and be in force immediately after passage.

Vote on Motion Mr. Ward Aye Mr. Wuertz Absent Mrs. Martin Aye

RESOLUTION NO. 02-1652

A RESOLUTION AUTHORIZING ENTERING INTO A REVOLVING LOAN FUND (RLF) AGREEMENT WITH THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD):

It was moved by Mr. Ward, seconded by Mrs. Martin to authorize the following:

- WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program; and
- WHEREAS, Delaware County has a Revolving Loan Fund, which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income households; and
- WHEREAS, Delaware County has been awarded CDBG funds from the Ohio Department of Development for use to finance eligible activities that may generate program income; and
- WHEREAS, the Ohio Department of Development and Delaware County recognize the positive impact on community development initiatives when the use of program income is locally determined; and
- WHEREAS, the Ohio Department of Development has permitted the establishment of Revolving Loan Funds within local political subdivisions such as Delaware County to meet the primary development goals of: 1.) Encouraging the expansion and stability of the economic base of the designated area of the Revolving Loan Fund; and 2) encouraging increased employment opportunities, particularly, for low-and moderate-income persons in designated areas of the Revolving Loan Fund; and
- WHEREAS, Office of Housing and Community Partnerships (OHCP) in the Ohio Department of Development (ODOD) has requested that existing RLF administering agencies throughout the State, such as Delaware County, enter into an RLF Administration Agreement to re-authorize their existing RLF programs for the period of January 1, 2003 through December 31, 2006.

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

Section 1. That the Delaware County Board of Commissioners authorize the President of the Board to enter into an RLF Administration Agreement with the Ohio Department of Development, in a form as required by the State of Ohio, for the period of January 1, 2003 to December 31, 2006.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

RESOLUTION NO. 02-1653

IN THE MATTER OF AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING AGREEMENT WITH THE OHIO ECONOMIC DEVELOPMENT COUNCIL TO PARTICIPATE IN THE OHIO DEPARTMENT OF DEVELOPMENT’S STATE OF OHIO SITE SELECTION SYSTEM:

It was moved by Mr. Ward, seconded by Mrs. Martin to authorize the following:

WHEREAS, the Ohio Department of Development (ODOD) and the Ohio Economic Development Council (OEDC) have partnered to create an on-line internet accessible database of industrial development sites and buildings that are available statewide, to be known as the State of Ohio Site Selection System, in order to facilitate economic development activity throughout the State of Ohio; and

WHEREAS, American Electric Power (AEP) through AEP T&D Services, LLC, has designed and developed the *Procure* Version 7 software program application for use by ODOD and required to utilize and gain access to the State of Ohio Site Selection System, which will be viewable by site selection consultants and companies interested in locations in Ohio for future capital investment projects; and

WHEREAS, each local economic development agency that chooses to participate, will be able to enter its available industrial development sites and buildings onto the State of Ohio Site Selection System, and each local economic development agency will be responsible for updating and maintaining its site information on the said system; and

WHEREAS, the Delaware County Economic Development Department has been designated by ODOD as the appropriate local economic development agency to represent Delaware County and to provide and maintain the official listing of available industrial development sites and buildings countywide for the State of Ohio Site Selection System; and

WHEREAS, ODOD has issued a Memorandum of Understanding which it is requiring to be entered into by the designated local economic development agencies with OEDC in order for said agency to participate in the State of Ohio Site Selection System; and

WHEREAS, Delaware County has determined that it is desirous to and in the best interest of the County to participate in the State of Ohio Site Selection System.

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

Section 1. The Board of County Commissioners hereby authorizes the President of the Board to participate in the execution of the Memorandum of Understanding, in the form attached, with the Ohio Economic Development Council as required by ODOD, in order for the County to participate in the State of Ohio Site Selection System.

Section 2. The Delaware County Economic Development Department is directed by the Board to be the designated agency to be the official contact with ODOD regarding the State of Ohio Site Selection System, and to establish and maintain said County database of industrial development sites and buildings to be used in the system.

MEMORANDUM OF UNDERSTANDING
Between
THE OHIO ECONOMIC DEVELOPMENT COUNCIL
And
DELAWARE COUNTY

I. PURPOSE OF MEMORANDUM

This Memorandum of Understanding (MOU) between the Ohio Economic Development Council and the

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undersigned county economic development organization or its proxy, if applicable, establishes the expectations and responsibilities of the signatories, as they relate to the State of Ohio Site Selection System. Further, this MOU establishes the eligibility guidelines for participation in the State of Ohio Site Selection System. This document does not address specific terms and conditions applicable to ProCure® Version 7, the software application on which the Site Selection System is based. Those terms and conditions are addressed in a separate document, to be provided by American Electric Power, the designer and originator of ProCure® Version 7.

II. DEFINITIONS

- A. "System" is the State of Ohio Site Selection System.
- B. "ODOD" is the Ohio Department of Development.
- C. "OEDC" is the Ohio Economic Development Council.
- D. "CEDO" is the appropriately designated county-level economic development organization responsible for a specific county's participation in the System.
- E. "Proxy" is the organization appointed by a specific county to participate in the System on behalf of the county.
- F. "REDO" is a regional economic development organization acting as the Proxy to a CEDO and/or participating in the System through other means.
- F. "Prospect," "Lead" or "Project Lead" means any company, or consultant in representation thereof, expressing an interest in locating an economic development project in Ohio.
- G. "Project" means a manufacturing, research and development, distribution and/or commercial office facility, which involves the creation or retention of jobs in Ohio, and/or the creation of new capital investment in Ohio.
- H. "Site" means land to be used for the construction of a new manufacturing, research and development, distribution, and/or commercial office facility.
- I. "Building" means an existing structure to be used for occupancy by a new manufacturing, research and development, distribution, and/or commercial office facility.

III. OVERVIEW OF SYSTEM

The System will perform two distinct functions for ODOD:

- (1) **Passive Lead Response** – Provide an on-line, Internet-accessible inventory of Sites and Buildings for use by Prospects interested in identifying industrial real estate alternatives within Ohio.
- (2) **Active Lead Response** – Enable ODOD to respond to direct Prospect requests for industrial real estate information and other information, as it relates to Prospect's site selection decision-making process.

The System will be housed on the Internet, and is designed on the ProCure® Version 7 platform. ProCure® Version 7 is an on-line software tailored to perform the functions described above, and was created by American Electric Power and its economic development and technical staff.

Information to be contained in the on-line inventory, or database, of Sites and Buildings will be furnished directly by CEDOs, or their Proxy representatives. CEDOs, or their Proxy representatives, will upload Site and Building information to the Internet, where such information will be housed in the System.

Prospects interested in Ohio as a potential location for a new Project ("[Passive Leads](#)") will be able to search, at any time, the availability of Sites and Buildings throughout the state. Prospects will be able to do so by visiting the exact Internet location – or web address – of the System. The web address of the System has yet to be established; however a direct link to the web address will be posted on the ODOD (<http://www.odod.state.oh.us>) and ConnectOhio.com (<http://www.connectohio.com>) web sites.

Prospects interested in Ohio as a potential location for a new Project will also be able to contact ODOD directly and request a customized site selection proposal ("[Active Leads](#)"), which contains industrial Site and Building information, as well as other information required for a Prospect's site selection decision (e.g. incentives, taxes, labor, utilities, etc.).

In such cases, ODOD will utilize the System to notify all System participants, including but not limited to

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CEDOs, REDOs, and OEDC members, of the Prospect’s requirements for the Project. ODOD will solicit Site and Building recommendations from CEDOs, REDOs, and OEDC members. ODOD will then incorporate those recommendations into its customized site selection proposal for the Prospect.

IV. ELIGIBLE PARTICIPANTS

A. County Economic Development Organizations (CEDOs)

Appropriate county-level economic development and/or planning organizations designated to represent a specific county’s participatory interest in the System. Includes, but is not limited to: County development offices; county chambers of commerce; county community improvement corporations (CICs); county planning offices; county development corporations; and county port authorities.

Designation of CEDOs participating in the System is based primarily on a specific Cedo’s stated and voluntary interest in participating, as well as on input from ODOD Regional Offices and OEDC member organizations. Official recognition as a participating Cedo will be indicated by signature of this MOU.

B. Proxy Representatives

Appropriate economic development organizations or functionaries appointed by a Cedo to represent a specific county’s participatory interest in the System. Includes, but is not limited to: Regional economic development organizations (REDOs); regional chambers of commerce; ODOD regional offices; and utility service companies.

Designation of Proxy representatives is based primarily on recommendations from the affected Cedo, as well as on input from ODOD Regional Offices and OEDC member organizations. Official recognition as a Proxy representative is indicated by signature of this MOU.

C. All Other Participants

Additional entities will be permitted limited participation in the System, as defined herein. Namely, those entities will be allowed the opportunity to view the contents of the System, including Site and Building information contained therein, and to receive notification of Projects issued by the System.

These entities will NOT be permitted the opportunity to respond to Leads, as described above in [Section III – Overview of System](#).

These entities include, but are not limited to: Local (i.e. representing political subdivisions smaller than a county) development offices; local CICs; local chambers of commerce; local planning offices; local development corporations; local port authorities; and ODOD regional offices.

V. ADMINISTRATION

A. Cedo and Proxy Responsibilities

(1) Maintenance of Site and Building Information

CEDOs or their Proxy representatives will be responsible for maintaining Site and Building information contained in the System as it relates to properties in the county represented by the Cedo or Proxy. Site and Building information must be maintained in a manner consistent with the “Terms and Conditions” listed in [Section XVII – Appendix](#).

(2) Response to ODOD Project Leads

CEDOs or their Proxy representatives will be responsible for responding directly to ODOD with appropriate Site and Building recommendations for Project Leads.

“Appropriate” recommendations are those Sites and Buildings that *clearly* meet the individual requirements for each Project Lead, as described in ODOD notices to System participants. No specific standards exist for “appropriate” recommendations; rather, they are judged on a case-by-case basis, depending on the stated Site and Building requirements of the Project.

B. Ohio Economic Development Council (OEDC) Responsibilities

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(1) Training of CEDOs and Proxy Representatives for System

Certain OEDC members have volunteered to provide training to CEDOs and Proxy representatives on using the System. Those OEDC members will be responsible for instructing CEDOs and Proxy representatives on how to add Site and Building information to the System, as well as how to respond to ODOD Project Leads through the System.

(2) Response to ODOD Project Leads

OEDC members have the ability to respond directly to ODOD with appropriate Site and Building recommendations for Project Leads. OEDC members will be responsible for providing objective, third party recommendations of appropriate Sites and Buildings. In cases where ODOD receives conflicting Site and Building recommendations from both CEDOs or Proxy representatives and OEDC members, OEDC recommendations shall take precedence.

Situations in which conflicts may occur between recommendations made by CEDOs or Proxy representatives and OEDC members include, but are not limited to, circumstances under which:

- Site and Building recommendations made by CEDOs or Proxy representatives contain inappropriate properties, while those recommendations made by OEDC do not; and
- Site and Building recommendations made by CEDOs or Proxy representatives omit certain appropriate properties in the county, while those recommendations made by OEDC contain those properties.

To avoid conflicts between recommendations made by CEDOs or Proxy representatives and OEDC members, CEDOs and Proxy representatives should keep OEDC members regularly informed of available Sites and Buildings in their areas. OEDC members should make equal efforts to stay informed of available Sites and Buildings in the areas they serve.

(3) Billing and Collection of Fees Due For Participation in System

OEDC will be responsible for invoicing participating CEDOs, either directly or through their respective Proxy representatives, if applicable, for fees related to participation in the System. OEDC will utilize contract accounting services to perform this function.

C. ODOD Responsibilities

(1) Notification of Project Leads and Status of Project Leads

ODOD will be responsible for notifying System participants of Project Leads. ODOD will issue notifications electronically, by way of e-mail. Additionally, CEDOs and Proxy representatives, as well as OEDC members, will be able to view Project Lead information in the System at any time. Information in the System for each Project Lead will contain, among other items, a description of Project requirements, contact information for ODOD personnel assigned to the Project, and status updates on each Project. It is the responsibility of ODOD to ensure that this information is contained in the System for each Project Lead and thereby accessible to CEDO and Proxy representatives.

(2) Response to Prospects

ODOD will be responsible for utilizing the System to respond to Prospects requesting ODOD assistance for site selection Projects. ODOD will use Site and Building information contained in the System, in addition to other requested information, to provide Prospects with customized site selection proposals.

(3) Marketing of System

ODOD will be responsible for encouraging and promoting the use of the System to Prospects interested in learning about the availability of Sites and Buildings in Ohio. ODOD will do so by marketing the System to site selection and corporate real estate professionals, as well as by linking the System to other ODOD web sites

(4) Enforcing the MOU and Other Terms and Conditions of Usage

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ODOD, with the counsel of OEDC, will be responsible for enforcing the compliance of System participants with the terms and conditions described herein. ODOD, with the counsel of OEDC, will utilize measures deemed necessary to the fulfillment of this responsibility, including punitive measures if appropriate.

VI. SITE AND BUILDING INVENTORY PROCEDURES

A. Outline of Procedure

- (1) Participating CEDOs and Proxy representatives are required to maintain information on Sites and Buildings in their respective counties. In order to facilitate this responsibility, participating CEDOs and Proxy representatives will be assigned subscriptions to ProCure® Version 7, the software on which the System is based. Through a subscription, a CEDO or Proxy representative will have a username and password, the use of which will allow the organization to access the System as it is housed on the Internet.
- (2) Upon entering the System, a CEDO or Proxy representative will then be able to input (“upload”) information on Sites and Buildings in its respective county. Site and Building information must be uploaded in a manner consistent with the “Terms and Conditions” listed in [Section XVII – Appendix](#).
- (3) Site and Building information successfully uploaded by a CEDO or Proxy representative will be automatically incorporated into the entire inventory of Sites and Buildings statewide. This entire inventory of Sites and Buildings statewide will be publicly viewable by guest users of the System, including Prospects researching the availability of industrial real estate in the state.

B. Rules of Procedure

Terms and conditions governing the input of Site and Building information into the System are described in [Section XVII – Appendix](#).

C. Enforcement of Procedure

- (1) Because of the public nature of Site and Building information to be contained in the System, and because the System should strive to guarantee its customers a reliable and timely source of information, CEDOs and Proxy representatives are required to comply with the “Terms and Conditions” stipulated in Section XVII – Appendix.
- (2) Participants in the System found to be in violation of the “Terms and Conditions” on the first and second occasions will be warned either orally or in writing. Those participants in the System found to be in violation of the “Terms and Conditions” on the third occasion will be considered for ejection from the System, with all rights to the System immediately discontinued thereafter. Determinations on ejection will be the responsibility of ODOD, with the counsel of OEDC, as described in [Section V, Paragraph C, Item 4](#).

VII. LEAD RESPONSE PROCEDURES

A. Outline of Procedure

- (1) Upon receiving a Project Lead from a qualified Prospect, ODOD will utilize the System to broadcast, via electronic mail, information concerning the Project. This broadcast will be sent to the System’s distribution list, which includes, but is not limited to: CEDOs, Proxy representatives, OEDC members, and other System participants.
- (2) ODOD will strive to provide as much information as is possible in the Project Lead notification. ODOD will also indicate in the Project Lead notification the name and contact information of ODOD personnel assigned to the Project.
- (3) Participating CEDOs and Proxy representatives will respond to ODOD with recommendations of Sites and Buildings meeting the needs of the Project, as specified in the Project Lead notification.
- (4) ODOD will evaluate Site and Building recommendations from CEDOs and Proxy

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representatives, based on recommendations also received from OEDC responses, and as necessary, based on ODOD discretion.

- (5) Site and Building recommendations deemed to meet the needs of the Prospect and the Project Lead will be presented in an official site selection proposal to the Prospect. ODOD will provide this proposal to the Prospect electronically, unless otherwise instructed by the Prospect.
- (6) Follow-up engagement with the Prospect – including but not limited to Site and Building inspection visits, community visits, and state and local incentive negotiations – will be handled in accordance with ODOD procedures. While ODOD will attempt to involve the affected CEDO or Proxy representatives, ODOD also reserves the right to engage the Prospect in a manner that best addresses the priorities of the Prospect.

B. Rules of Procedure

- (1) Notifications of Project Leads will be distributed, at minimum, to participating CEDOs and Proxy representatives, as well as OEDC members. Notifications may also be distributed to other System participants, as designated in [Section IV, Paragraph C](#); however, those participants will not be permitted to respond to ODOD with Site and Building recommendations.
- (2) Site and Building recommendations made by participating CEDOs and Proxy representatives should appropriately address the requirements of the Prospect and Project Lead, as described in the Project Lead notification. CEDOs and Proxy representatives making Site and Building recommendations to ODOD should exclude from consideration all Sites and Buildings failing to meet basic Project Lead requirements.
- (3) Site and Building recommendations made by participating CEDOs and Proxy representatives should include all qualified Sites and Buildings in the respective county. Deliberate exclusion or promotion of specific Sites and Buildings shall be prohibited.
- (4) Items (2) and (3) above shall be construed to apply to Site and Building recommendations made by OEDC member organizations.

C. Enforcement of Procedures

- (1) Repeated recommendation by participating CEDOs and Proxy representatives of Sites and Buildings failing to address Project Lead requirements shall not be tolerated. On the first and second occasions of such recommendations, the responding CEDO or Proxy representative will be issued a warning. On the third occasion of such a recommendation, the responding CEDO or Proxy representative will be considered for ejection from the System, with all rights to the System immediately discontinued thereafter. Determinations on ejection will be the responsibility of ODOD, with the counsel of OEDC, as described in [Section V, Paragraph C, Item 4](#).
- (2) Repeated Site and Building recommendations from other System participants ineligible for responding to Project Leads, as designated in [Section IV, Paragraph C](#), shall not be tolerated. On the first and second occasions of such recommendations, the responding System participant will be issued a warning. On the third occasion of such a recommendation, the responding System participant will be considered for ejection from the System, with all rights to the System immediately discontinued thereafter. Determinations on ejection will be the responsibility of ODOD, with the counsel of OEDC, as described in [Section V, Paragraph C, Item 4](#).
- (3) Item (1) above shall be construed to apply to Site and Building recommendations made by OEDC member organizations.

VIII. ACCESS TO INFORMATION IN SYSTEM

A. Prospects

- (1) Prospects visiting the System as “anonymous” users will be permitted to view restricted data on Sites and Buildings in the System.
- (2) Prospects visiting the System as registered “guest” users will be permitted to view expanded data on Sites and Buildings in the System.

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B. CEDOs and Proxy Representatives

1. CEDOs and Proxy representatives will be permitted to upload Site and Building information to the System for their respective counties.
2. CEDOs and Proxy representatives will be permitted to view Site and Building information for all counties statewide. However, CEDOs and Proxy representatives will only be permitted to upload, modify or delete Site and Building information for the respective counties they are assigned to represent.
3. CEDOs and Proxy representatives will be permitted to view information on current and past Project Leads.
4. CEDOs and Proxy representatives will be permitted to “link” their web sites to the read-only portion of the System inventory containing Site and Building information for their respective counties. This assumes that CEDOs and Proxy representatives utilizing this feature comply with the separate terms and conditions for ProCure® Version 7, as dictated by American Electric Power.

C. OEDC Member Organizations

1. OEDC member organizations will be permitted to view Site and Building information for all counties statewide. However, OEDC member organizations will not be permitted to upload, modify or delete Site and Building information, unless they are also acting in the capacity of Proxy representative for a given county or counties.
2. OEDC member organizations will be permitted to view information on current and past Project Leads.
3. OEDC member organizations will be permitted to “link” their web sites to the read-only portion of the System inventory containing Site and Building information for counties in their service territory. This assumes that OEDC member organizations utilizing this feature comply with the separate terms and conditions for ProCure® Version 7, as dictated by American Electric Power.

D. Other System Participants

1. Other System participants visiting the System as “anonymous” users will be permitted to view restricted data on Sites and Buildings in the System.
2. Other System participants visiting the System as registered “guest” users will be permitted to view expanded data on Sites and Buildings in the System.
3. Other System participants will not be permitted to view information on current and past Project Leads; however, they will be able to receive Project Lead notifications from ODOT.

IX. PARTICIPATION COSTS

To participate in the System, CEDOs and Proxy representatives are required to maintain a subscription to ProCure® Version 7, the software on which the System is based.

Subscriptions are available on an annual basis, and are priced as follows:

CEDOs or Proxies representing counties of under 35,000 in 2002 Census population will be charged a fee of \$100 per year;
 CEDOs or Proxies representing counties of between 35,000 and 100,000 in 2002 Census population will be charged a fee of \$200 per year; and
 CEDOs or Proxies representing counties of over 100,000 in 2002 Census population will be charged a fee of \$300 per year.

In cases in which a CEDO opts for Proxy representation on its behalf in participation in the System, the OEDC will invoice either the CEDO directly or its Proxy representative, for all subscription fees. Regardless of who receives the invoice, the CEDO is liable for payment of the subscription fees, unless otherwise decided by the CEDO and its Proxy representative.

Payment of subscription fees for the first year is due by December 15, 2002.

X. LIABILITY REQUIREMENTS

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To the extent permitted by law, all signatories to this Memorandum of Understanding agree to hold all other signatories harmless from liability, suits, losses, judgments, damages, or other demands brought as a result of its actions or omissions in performance of this Memorandum of Understanding.

XI. SEVERABILITY

If any provision of this Memorandum of Understanding is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Memorandum of Understanding. All provisions of this Memorandum of Understanding shall be deemed severable.

XII. ENTIRE UNDERSTANDING

This Memorandum of Understanding constitutes the entire understanding between the undersigned and the Ohio Economic Development Council. This Memorandum of Understanding supersedes all prior discussions and understandings between the undersigned and OEDC.

XIII. AMENDMENTS

This Memorandum of Understanding may not be modified or amended without prior written consent of each of the parties hereto.

XIV. CONTACTS

The following individuals will serve as the contacts in the administration and oversight of the System:

For the Ohio Department of Development (ODOD):

Christopher Chung	Kristi Tanner
Site Selection Specialist	Manager of Business Development
Economic Development Division	Economic Development Division
Ohio Department of Development	Ohio Department of Development
77 South High Street	77 South High Street
Columbus, OH 43215	Columbus, OH 43215
(614) 466-5245	(614) 466-6791
cchung@odod.state.oh.us	ktanner@odod.state.oh.us

For the Ohio Economic Development Council (OEDC):

Patti Jellel	Rex Sprague
Co-chair of Site Selection Cmte.	Co-chair of Site Selection Cmte.
Ohio Economic Development Council	Ohio Economic Development Council
(330) 384-4592	(614) 846-5757
jellelp@firstenergycorp.com	rns@buckeyeepower.com

XV. PERIOD OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding presupposes the consent of the Ohio Economic Development Council, and is effective immediately upon the signature of the appropriate County Economic Development Organization and its Proxy representative, if applicable. It shall continue in effect indefinitely, unless substantially modified or amended at the request of the Ohio Department of Development or the Ohio Economic Development Council, or upon prior written notice of any of the parties hereto, or if the System is discontinued.

Vote on Motion Mr. Ward Aye Mr. Wuertz Absent Mrs. Martin Aye

RESOLUTION NO. 02-1654

IN THE MATTER OF AUTHORIZING EXECUTION OF A SUBSCRIPTION AGREEMENT WITH AEP T&D SERVICES, LLC TO USE THE *PROCURE* SOFTWARE PROGRAM APPLICATION IN ORDER TO PARTICIPATE IN THE OHIO DEPARTMENT OF DEVELOPMENT’S STATE OF OHIO SITE SELECTION SYSTEM:

It was moved by Mr. Ward, seconded by Mrs. Martin to authorize the following:

WHEREAS, the Ohio Department of Development (ODOD) and the Ohio Economic Development Council (OEDC) have partnered to create an on-line internet accessible database of industrial development sites and buildings that are available statewide, to be known as the State of Ohio Site Selection System, in order to facilitate economic development activity throughout the State of Ohio; and

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WHEREAS, American Electric Power (AEP) through AEP T&D Services, LLC, has designed and developed the *Procure* Version 7 software program application for use by ODOD and required to utilize and gain access to the State of Ohio Site Selection System, which will be viewable by site selection consultants and companies interested in locations in Ohio for future capital investment projects; and

WHEREAS, each local economic development agency that chooses to participate, will be able to enter its available industrial development sites and buildings onto the State of Ohio Site Selection System, and each local economic development agency will be responsible for updating and maintaining its site information on the said system; and

WHEREAS, the Delaware County Economic Development Department has been designated by ODOD as the appropriate local economic development agency to represent Delaware County and to provide and maintain the official listing of available industrial development sites and buildings countywide for the State of Ohio Site Selection System; and

WHEREAS, AEP has written a Subscription Agreement and Web Site Terms and Conditions of Use which it and ODOD are requiring to be entered into by the designated local economic development agencies in order for said agency to participate in the State of Ohio Site Selection System and utilize the *Procure* Version 7 software program application; and

WHEREAS, Delaware County has determined that it is desirous to and in the best interest of the County to participate in the State of Ohio Site Selection System.

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

- Section 1. The Board of County Commissioners hereby authorizes the President of the Board to participate in the execution of the Subscription Agreement and Web Site Terms and Conditions of Use, in the form attached, with AEP T&D Services LLC as required by ODOD, in order for the County to participate in the State of Ohio Site Selection System and utilize the *Procure* Version 7 software program application.
- Section 2. The Delaware County Economic Development Department is directed by the Board to be the designated agency to be the official contact with ODOD regarding the State of Ohio Site Selection System, and to establish and maintain said County database of industrial development sites and buildings to be used in the system utilizing the *Procure* Version 7 software program application.

**ProCure™
SUBSCRIPTION AGREEMENT
and
WEB SITE TERMS AND CONDITIONS OF USE**

This Agreement is dated December 2, 2002, and is by and between AEP T & D Services, LLC (hereinafter "AEP" or "Provider"), having offices at 1 Riverside Plaza, Columbus, Ohio 43215 and Delaware County ("Customer") having offices located 101 North Sandusky Street, Delaware, OH 43015.

This page states the Terms and Conditions under which you may use the www.e-procuresite.com web pages (the "Website"). Please read this page carefully. By accessing and using this Website, you are acknowledging and agreeing to these Terms and Conditions of use. If you do not accept the Terms and Conditions stated here, do not use the Website. AEP may revise these Terms and Conditions at any time by updating this posting. You should visit this page periodically to review the Terms and Conditions, because they are binding on you.

Section 1. General Information.

AEP, email aeped@aep.com.

Section 2. Definitions,

- (a) "Access Point" means the URL where Customer may enter into Provider's hosting site to contribute or use the data of the central repository.
- (b) "Concurrent User" means a user who establishes a session with the AEP Software via the Internet at the same time or in overlapping times with other users.
- (c) "Named User" means a user who establishes a session with the AEP Software via the Internet using a login name and password.
- (d) "Customer Data" means the information contributed to the central repository by Customer, that may be mingled and for which Customer maintains no exclusive right of use or distribution, and Provider may make such

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information available on suitable database maintained by Provider.

(e) "Provider Technology" means Provider' proprietary technology, including Provider software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), trade secrets and any related intellectual property rights (whether owned by Provider or licensed to Provider from a third party) and also including any derivatives, improvements, enhancements or extensions of Provider Technology conceived, reduced to practice, or developed by Provider during the term of this Agreement.

(f) "Proprietary Information" means (i) with respect to AEP, the Software and Documentation, the concepts, techniques, ideas and know-how in the Software and Documentation, any third-party software licensed with or as part of the Software, and any other information identified or reasonably identifiable as confidential and proprietary information of AEP or its licensors ("AEP Proprietary Information"); and (ii) with respect to Licensee information identified or reasonably identifiable as the confidential and proprietary information of Licensee ("Licensee Proprietary Information"). Any part of the AEP or Licensee Proprietary Information which (a) is or becomes publicly available through no act or failure of the other party; (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; (c) becomes independently available to the other party as a matter of right, shall be excluded.

(g) "Deliverables" refers to the components of the procure database subscription service. The components include the input and editing usage of the database, the input pages, reports, on-line reference manuals, on-line blank data input forms, mapping service, currency conversion service, pre-populated state sales tax data, links, on-line support per payment schedule, and GIS export function.

Section 3. Use of Material.

AEP authorizes you to view and use a single copy of the material on this Website for your commercial, informational use; provided however, you may not resell the material on this Website.

Throughout this Website you will find a number of trademarks, logos, and service marks (collectively the "Marks"). The Marks are registered and unregistered trademarks of AEP and others. Those trademarks followed by (®) are registered trademarks in the United States; all others are trademarks in the United States. Nothing contained on this Website should be construed as granting any license or right to use any such Mark displayed on the Website without the written permission of AEP or such third party that may own the Marks displayed.

Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, video clips, and written and other materials that are part of this Website (collectively, the "Material") are copyrights, trademarks, and/or other intellectual properties owned, controlled or licensed by AEP. The Website as a whole is protected by copyright and other proprietary rights and laws. You must retain all copyright and other proprietary notices contained in the original Material on any copy you make of the Material. You may not use the Material for any illegal purpose or in any manner inconsistent with the terms of this Agreement.

If you violate any of these Terms, your permission to use the Material automatically terminates without a refund of any fees paid and you must immediately destroy any copies you have made of the Material.

Section 4. Fees and Payment.

(a) In consideration of the License granted hereunder, Customer will pay, to Provider, a nonrefundable annual subscription fee of Three Hundred Dollars (\$300.00). Fiscal Officer Certificate is attached.

(b) The *agreed upon* fees for the Deliverables are exclusive of sales and use taxes. Provider shall bill Customer for all taxes it is required to collect on the applicable invoice for the Deliverables provided.

(c) Invoices are payable in full upon receipt. All payments shall be made in United States dollars. Licensee shall pay a one and one-half percent penalty retroactive to the invoice date for payment(s) received after thirty (30) days from the due date(s).

Section 5. Confidential Information.

(a) Both Provider and Customer may make available to the other party confidential and proprietary materials and information ("Confidential Information"). Each party shall advise the other of material and information that is confidential and/or proprietary. Confidential Information does not include information that (i) is or becomes publicly known through publication or otherwise and through no wrongful act of the other party; (ii) is received from a third party without similar restriction and without breach of this Agreement; or (iii) is approved for release or use by prior written authorization of the other party.

(b) Each party shall maintain the confidentiality of the other's Confidential Information and will not disclose such Confidential Information without the written consent of the other party. Each party agrees to limit the use of such Confidential Information only to the extent necessary to fulfill the party's obligations under the applicable

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Attachment, or to disclosure that may be required by law or regulation. Each party shall require its employees, contractors, and agents to agree to maintain the confidentiality of the other's Confidential Information through a written instrument with terms substantially similar to those contained herein.

(c) Provider and Customer each acknowledge that the disclosure of the other party's Confidential Information would cause substantial harm to such party that may not be remedied by the payment of damages alone. Accordingly, Provider and Customer may proceed to a court of competent jurisdiction to obtain preliminary and permanent injunctive relief and other equitable relief for any breach or threatened breach of these obligations of confidentiality.

(d) This Section shall survive any termination, rescission, or expiration of this Agreement.

Section 6. Intellectual Property.

(a) This Agreement does not transfer from Provider to Customer any Provider Technology, and all right, title and interest in and to Provider Technology will remain solely with Provider. Customer agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the use of the Deliverables.

(b) Licensee shall not tamper with authentication methodologies contained in the Software. Licensee agrees to notify AEP immediately after gaining knowledge of the possession, use, disclosure, or reproduction of Software by any person or other party not authorized to have the benefit of such possession, use, disclosure, or reproduction and to cooperate with AEP and its representatives at AEP's expense in any investigation of and litigation against such unauthorized use.

(c) Licensee shall not remove any proprietary, copyright, trademark, or service mark legend from the Software, Documentation, or AEP Proprietary Information and shall include such legends on any complete or partial copies of the Software, Documentation, or AEP Proprietary Information. All other rights not set forth in this Agreement are reserved to AEP.

(d) Provider warrants that the use of the Provider Technology and Deliverables, as a whole or by their components, provided in connection with this Agreement will not infringe any patent, trademark, trade name, logos, copyright, or any other intellectual property right ("Intellectual Property Rights"), of any third party. Provider represents that it has secured all necessary permission(s) from the Intellectual Property Rights owner(s) to use any subject matter owned by a person or other entity that is not a party to this Agreement. Provider further warrants that any information disclosed to Customer will not contain any trade secrets of any third party, unless disclosure is permitted by such third party.

(e) Customer warrants that the Customer Data provided in connection with this Agreement will not infringe any patent, trademark, trade name, logos, copyright, or any other intellectual property right ("Intellectual Property Rights"), of any third party. Customer further warrants that any information disclosed to Provider will not contain any trade secrets of any third party, unless disclosure is permitted by such third party.

(f) Provider agrees to indemnify, defend, and hold Customer harmless, from and against any action or proceeding of any kind or description, arising from any use of the Deliverables or Provider Technology, provided: (i) the Customer gives Provider prompt written notice of any such claim of which it is aware, (ii) Customer gives Provider the right to control and direct the investigation, defense, and settlement of each such claim, and (iii) Customer shall reasonably cooperate with the in connection with the foregoing, at Provider's expense.

(g) Customer agrees to indemnify, defend, and hold Provider harmless, from and against any action or proceeding of any kind or description, arising from any use of the Customer Data, provided: (i) the Provider gives Customer prompt written notice of any such claim of which it is aware, (ii) Provider gives Customer the right to control and direct the investigation, defense, and settlement of each such claim, and (iii) Provider shall reasonably cooperate with the in connection with the foregoing, at Customer's expense.

(h) This Section shall survive any termination, rescission, or expiration of this Agreement. Any limitation of liability under this Agreement shall not apply to either party's obligations under this Provision.

Section 7. Grant of Use.

Provider hereby grants to Customer a nonexclusive, royalty-free license, during the term of this Agreement, to use the Provider Technology solely for purposes of receiving/using the Deliverables. Customer shall have no right to use the Provider Technology for any other purpose.

(b) For Concurrent User licenses, monitoring software shall track concurrent usage and shall identify the maximum number of Concurrent Users during the previous quarter. On a quarterly basis, the highest concurrent usage for the previous three (3) months shall be compared to the number of licenses owned by Licensee. If the maximum number of actual Concurrent Users exceeds the number of licenses owned, then Licensee shall purchase the appropriate number of additional licenses. AEP shall notify Licensee in writing of the need to purchase additional licenses.

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Section 8. Liability.

Provider's Internet facilities are designed based on current industry standards to appropriately safeguard all Customer equipment, data and software against unauthorized access or interference by third parties, intrusion, theft, destruction, loss and alteration. Provider' underlying operating system and network security controls are also designed based on current industry standards to ensure the confidentiality and integrity of all Customer data and software.

The Material may contain inaccuracies or typographical errors. AEP makes no representations about the accuracy, reliability, completeness, or timeliness of the Material or about the results to be obtained from using the Web Site and the Material. The use of the Web Site and the Material is at your own risk. Changes are periodically made to the Web Site and may be made at any time. AEP DOES NOT WARRANT THAT THE WEB SITE WILL OPERATE ERROR-FREE OR THAT THIS WEBSITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL GOODS. IF YOUR USE OF THE WEBSITE OR THE MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, AEP IS NOT RESPONSIBLE FOR THOSE COSTS.

THE WEBSITE AND MATERIAL ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND. AEP AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. AEP AND ITS SUPPLIERS MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE TEXT, GRAPHICS, AND LINKS.

Section 9. Disclaimer of Consequential Damages.

IN NO EVENT SHALL AEP, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED AT THIS SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEB SITE AND THE MATERIAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AEP IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 10. Termination.

(a) Provider may terminate at its convenience any Services provided under this Agreement upon notice to Customer.

(b) Customer may terminate at its convenience any Services under this Agreement upon notice to Provider.

(a) In the event a party hereto materially defaults in the performance of any of its duties or obligations hereunder, which default is not substantially cured within thirty (30) days after notice is given to the defaulting party specifying the default, then the non-defaulting party may, by giving notice to the defaulting party, terminate this Agreement for cause.

(b) Either party hereto may have the right to terminate this Agreement and/or the Attachment hereunder immediately and without prior notice, in the event that the other party: (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute, (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver, or similar authority, (iv) has wound up or liquidated, voluntarily or otherwise, or (v) if Provider transfers, assigns, or otherwise conveys control of itself, without the prior written consent of Customer.

(c) Except as specifically provided in this Agreement the rights and remedies provided in this Agreement and all other rights and remedies available to either party at law or in equity are, to the extent permitted by law, cumulative and not exclusive of any other right or remedy now or hereafter available at law or in equity. Neither asserting a right nor employing a remedy shall preclude the concurrent assertion of any other right or employment of any other remedy.

Section 11. User Submissions.

Generally, any images, illustrations, designs, icons, photographs, video clips, communications, data, graphics, content, written and other materials (collectively, "Content") which you transfer to AEP for hosting on the Website is considered to be non-confidential. If particular web pages on the Website permit the submission of Content which will be treated by AEP as confidential, that fact will be stated on those pages. AEP acknowledges that it does not own any copyrights, trademarks, and/or other intellectual property rights in any Content which you transfer to AEP for hosting on the Website. By transferring Content to AEP, you also grant to those who use the Website ("User" or "Users"), the right to access, view, store, and reproduce the Content for personal use. Upon termination of your use of the Website, AEP will return your Content to you upon written request.

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As a User, you are responsible for your own Content and are responsible for the consequences of its use on the Website. You must not do the following things: use the Website for any purpose in violation of local, state, or national laws of any country, post Content that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; post Content that reveals trade secrets, unless you own them or have the permission of the owner; post Content that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; post Content that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another User or any other person or entity; post a sexually-explicit image; post advertisements or solicitations of business; post chain letters or pyramid schemes; or impersonate another person.

AEP does not represent or guarantee the truthfulness, accuracy, or reliability of any Content posted by other Users or endorse any opinions expressed by Users. You acknowledge that any reliance on Content posted by other Users will be at your own risk.

If notified by a User of Content which allegedly does not conform to this Agreement, AEP may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of the Content. AEP has no liability or responsibility to Users for performance or nonperformance of such activities. AEP reserves the right to terminate Users and prevent their further access to the Website for violating this Agreement or the law and the right to remove communications which are abusive, illegal, or disruptive.

Section 12. Assignment/Binding Agreement.

Except as otherwise specifically provided for herein, neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party, in whole or in part without the prior written consent of the other party, except that Customer may assign, in whole or in part, this Agreement or the rights hereunder to any affiliate. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

Section 13. Notices and Administration.

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or certified mail with proof of delivery, or (c) sent by overnight air courier with proof of delivery, in each case properly posted and fully prepaid to the appropriate address set forth below, or a may be changed from time to time.

If to AEP:

AEP T & D Services, LLC
1 Riverside Plaza
Columbus, OH 43215
Attn: Martin L. Walsh

If to Customer:

Delaware County
101 North Sandusky Street
Delaware, OH 43015
740-833-2110
Attn: Tim Boland
tboland@co.delaware.oh.us

Section 14. Links to Other Sites.

The Website contains links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by AEP of the contents on such third-party websites. AEP is not responsible for the content of linked third-party sites and each does not make any representations regarding the content or accuracy of materials on such third party web sites. If you decide to access linked third-party websites, you do so at your own risk.

Section 15. Software Licenses.

All software that is made available for use from the Website ("Software") is protected by copyright and may be protected by other rights. The use of such Software is governed by the terms of the software license agreement found on the Website ("License Agreement"). The use of such software is conditioned on your agreement to be bound by the terms of the License Agreement.

Section 16. Limitation of Liability.

Unless otherwise expressly provided, the aggregate liability for AEP to you for all claims arising from the use of the Materials (including Software) is limited to fees paid under this Agreement or any License Agreement.

Section 17. Indemnity.

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You agree to defend, indemnify, and hold harmless AEP, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Website or the Material (including Software) or your breach of the terms of this Agreement. AEP shall provide notice to you promptly of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding.

Section 18. Compliance with Laws, Rules and Regulations

(a) Licensee shall comply with United States and foreign laws, rules, and regulations as they relate to Use of the Software and Documentation. Licensee shall indemnify AEP against any claims, losses, liability, or damages suffered or incurred by AEP arising out of or related to any violation by Licensee of any United States or any foreign law, rule, or regulation relative to Licensee Use, export, or re-export of Software or Documentation to or within any country outside the United States. Licensee shall ensure that each user complies with United States export laws, rules, and regulations as they relate to the Software.

(b) As applicable, each party shall adopt reasonable safeguards to protect the intellectual property rights inherent in the other party’s Proprietary Information in foreign jurisdictions where such Proprietary Information is used or distributed and each party shall remain liable to the other for any act or omission that results in damages suffered or incurred by the other party arising out of or related to such party’s failure to adopt reasonable safeguards to so protect the other party’s Proprietary Information.

Section 19. Privacy.

AEP may use the information it obtains relating to you, including your IP address, name, mailing address, email address and use of the Website, for its internal business and marketing purposes and may disclose the information to third parties for such purposes.

Section 20. Miscellaneous.

Any waiver, amendment, or modification of any provisions of this Agreement and/or any Attachment hereto shall not be effective unless made in writing and signed by both parties. Any failure or delay by either party with respect to exercising any of its rights hereunder shall not operate as a waiver thereof.

The Agreement constitutes the entire agreement of the parties. If any provision of the Agreement is held to be invalid, such invalidity shall not affect the remaining provisions of the Agreement.

The laws of the State of Ohio shall govern.

This Agreement and the corresponding Attachment(s) hereto constitute the entire agreement between the parties and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written with regard to the referenced subject matter.

(e) Except for terms regarding, price, description of work, payment schedule and delivery time frames, the terms and conditions contained herein shall prevail and supersede any inconsistent or contrary term or condition contained in any

(f) Headings are provided for the convenience of the parties, and shall not affect the interpretation of any provision. This Website is based in Columbus, Ohio. AEP does not claim the Materials (including Software) are appropriate or may be used outside of the United States. Access to the Materials may not be legal by certain persons or in certain countries. If you access the Website from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. This Agreement is governed by the internal substantive laws of the State of Ohio, without respect to its conflict of laws principles. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided on particular Web pages, this Agreement constitutes the entire Agreement between you and AEP with respect to the use of Website. Any changes to this Agreement must be made in writing, signed by an authorized representative of AEP.

Vote on Motion Mr. Ward Aye Mr. Wuertz Absent Mrs. Martin Aye

RESOLUTION NO. 02-1655

IN THE MATTER OF APPROVING CHANGE ORDER FOR BID PACKAGE 5 (COMFORT EXPRESS) FOR ALTERATIONS TO 109 NORTH SANDUSKY STREET DELAWARE COUNTY, OHIO:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following change order:

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MINUTES FROM REGULAR MEETING HELD DECEMBER 30, 2002

Comfort Express

Original Contract	\$ 35,885.00
Change Order #1 BP 5	\$ 5,853.69
Revised Contract Amount	\$ 41,738.69

Vote on Motion Mr. Ward Aye Mr. Wuertz Absent Mrs. Martin Aye

RESOLUTION NO. 02-1656

IN THE MATTER OF APPROVING TRANSFER OF FUNDS, APPROPRIATIONS, AND
SUPPLEMENTAL APPROPRIATIONS:

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

SUPPLEMENTAL
APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
21011116-530	Ec Dev/JED Campus Comm - Srvs & Chrgs	\$ (105,000.00)
22111502-520	Litter Fund - Mat & Sup	\$ (4,200.00)
23011701-530	CDBG/Water Grant - Srvs & Chrgs	\$ (5,925.00)
23011702-530	CDBG/Housing Improvement - Srvs & Chrgs	\$ (5,521.00)
23011703-530	CDBG/Comm Housing - Srvs & Chrgs	\$ (38,422.00)
23011707-530	CDBG/CDBG FY2000 - Srvs & Chrgs	\$ (34,462.00)
23011708-530	CDBG/CHIP FY2001 - Srvs & Chrgs	\$ (20,000.00)
26026203-530	Juvenile Court Data Fund - Srvs & Chrgs	\$ (3,500.00)
26226302-500	Comm Service Rest Grant - Salaries	\$ (5,264.20)
26226302-510	Comm Service Rest Grant - Benefits	\$ (237.74)
26226302-530	Comm Service Rest Grant - Srvs & Chrgs	\$ (201.35)
26226302-580	Comm Service Rest Grant - Transfers	\$ 11,638.52
26326204-500	Juvenile Drug Court - Salaries	\$ (31,559.91)
26326204-510	Juvenile Drug Court - Benefits	\$ (10,726.66)
26326204-520	Juvenile Drug Court - Mat & Sup	\$ (700.00)
26326204-530	Juvenile Drug Court - Srvs & Chrgs	\$ (22,000.00)
26426303-530	Probation Fund - Srvs & Chrgs	\$ (5,000.00)
26726305-530	Juv Care & Cust - Srvs & Chrgs	\$ (30,000.00)
26726306-530	Juv Care & Cust - Srvs & Chrgs	\$ (20,000.00)
26826307-500	School Liaison - Salaries	\$ (989.44)
26826307-510	School Liaison - Benefits	\$ (5,516.50)
26826307-530	School Liaison - Srvs & Chrgs	\$ (1,306.23)
26826307-580	School Liaison - Transfers	\$ 1,017.06

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27226311-500	TEAM Mentor - Salaries	\$ (27,793.58)
27226311-510	TEAM Mentor - Benefits	\$ (9,316.87)
27226311-520	TEAM Mentor - Mat & Sup	\$ (2,299.90)
27226311-530	TEAM Mentor - Srvs & Chrgs	\$ (3,460.18)
27226311-580	TEAM Mentor - Transfers	\$ 10,326.71
27326312-500	Project Homefront - Salaries	\$ (259.36)
27326312-510	Project Homefront - Benefits	\$ (1,372.13)
27326312-530	Project Homefront - Srvs & Chrgs	\$ (13,078.10)
27526315-530	Victims Asst - Srvs & Chrgs	\$ (1,713.04)
27626316-520	Juvenile Court Special - Mat & Sup	\$ (8,783.84)
27626316-530	Juvenile Court Special - Srvs & Chrgs	\$ (14,803.35)
28027204-520	Probate Court Data Fund - Mat & Sup	\$ (275.00)
28027204-530	Probate Court Data Fund - Srvs & Chrgs	\$ (225.00)
28631311-530	LEAP Grant - Srvs & Chrgs	\$ (5,200.00)
40311409-530	Drainage Improvement - Srvs & Chrgs	\$ (4,500.00)
40740406-540	Issue II/Concord Rd - Equip	\$ (63,000.00)
40811417-540	Rdwy Development - Equip	\$ (44,000.00)
40940411-540	Issue II/Blue Church - Equip	\$ (106,100.00)
65111904-530	San Eng - Srvs & Chrgs	\$ (150,000.00)
65511918-540	Perry-Taggart – Equip	\$ (3,750,000.00)
67111915-540	Alum Creek Construction - Equip	\$ (1,350,000.00)
69340407-580	Stormwater Phase II - Transfers	\$ (50,000.00)
75110902-530	Workers Comp - Srvs & Chrgs	\$ (250,000.00)

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
10011102-5850 General Fund/Comm - Advance	28531316-4650 LLEBG - Advance-in	\$ 6,141.00
10011102-5801 General Fund/Comm - Transfers	23011701-4601 CDBG/Water-Sewer - Transfer-in	\$ 87.97
10011102-5801 General Fund/Comm - Transfers	23011703-4601 CDBG/CHIP 99 - Transfer-in	\$ 90.28
10011102-5801	23011707-4601	\$ 7.38

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General Fund/Comm - Transfers	CDBG/CHIP 2000 - Transfer-in					
10011102-5801	23011708-4601	\$	98.61			
General Fund/Comm - Transfers	CDBG/CHIP 2001 - Transfer-in					
10011102-5801	71952501-4601	\$	149.24			
General Fund/Comm - Transfers	Mental Health - Transfer-in					
10011102-5801	21511312-4601	\$	332.93			
General Fund/Comm - Transfers	EMA/Homeland Security - Transfer-in					
26226302-5801	10026318-4601	\$	11,638.52			
Comm Service Rest Grant - Transfers	General Fund/Comm Srv Rest - Transfer-in					
26826307-580	10026319-4601	\$	1,017.06			
School Liaison - Transfers	General Fund/School Liaison - Transfer-in					
27226311-580	10026320-4601	\$	10,326.71			
TEAM Mentor - Transfers	General Fund/TEAM Mentor - Transfer-in					

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

Keith Bailly and Jennifer Way-Young- Recycling Containers Presentation

RESOLUTION NO. 02-1657

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING LITIGATION:

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn into Executive Session at 10:20AM.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

RESOLUTION NO. 02-1658

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn out of Executive Session at 10:40AM.

Vote on Motion Mr. Ward Aye Mr. Wuertz Absent Mrs. Martin Aye

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners