

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 28, 2003

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

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

8:30 AM Executive Session

10:00 AM Bid Opening Date And Time For Liquid Asphalt, Hot Mix And Cold Mix Materials, And Two Men And A Paver (50 Channing Street)

10:00 AM Bid Opening Date And Time For Blue Church Road Over Little Walnut Creek Bridge Replacement (50 Channing Street)

RESOLUTION NO. 03-530

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

It was moved by Mr. Jordan, seconded by Mrs. Martin to adjourn into Executive Session at 8:30AM.

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

RESOLUTION NO. 03-531

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Martin, seconded by Mr. Jordan to adjourn out of Executive Session at 9:00AM.

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

PUBLIC COMMENT

RESOLUTION NO. 03-532

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 21, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held April 21, 2003 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 03-533

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0425A AND CMAPR0425B:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve payment of warrants in batch numbers CMAPR0425A and CMAPR0425B and Purchase Orders and Vouchers as listed below:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
AON Risk Services	Consulting Services	60111901-5370	\$ 14,500.00
<b>Increases</b>			
Don Worly	Public Defender	10011202-5201	\$ 10,000.00
Chad Heald	Public Defender	10011202-5201	\$ 10,000.00
Terry Shellhouse	Home Based	22511607-5348	\$ 5,000.00
BP Products of N. America Inc.	Gas/Service Center	10011106-522822801	\$ 30,000.00
<b>Vouchers</b>			
US Filter Davis	Bioxide	65211919-5290	\$ 6,963.25
Hamburg Fireworks	Firework/Bicentennial	10011102-5317	\$ 12,500.00
B & C Communications	Radios/New EMS Trucks	10011303-5238	\$ 5,374.40
BBC & M Engineering Inc.	Perry Taggart Sewer	65511918-5415	\$ 8,031.66
BP Products North America Inc.	Gas for Service Center	10011106-522822802	\$ 9,274.32

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Bd. Of Dev Disabilities	Board & Care	10011501-5350	\$	8,750.00
BWC State Insurance Fund	Policy #32100001-0	75110902-537037025	\$	141,786.14
BWC State Insurance Fund	Policy # 32100006-0	75110902-537037025	\$	9,281.59

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

**RESOLUTION NO. 03-534**

**IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM SONGLAND INC. DBA ASIAN GARDEN BUFFET AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Songland INC. DBA Asian Garden Buffet has requested a new D2 permit located at 8633 Columbus Pike Orange TWP, Lewis Center, Ohio 43035 and

Whereas, the Orange Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**RESOLUTION NO. 03-535**

**IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 119.655 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:**

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

Whereas on March 18, 2003, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Buckingham, Doolittle and Burroughs, agent for the petitioners, of 119.655 Acres, more or less, in Orange Township to the City of Columbus.

Whereas, ORC Section 709.23-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Columbus or the Township of Orange.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 119.655Acres, more or less, in Orange Township to the City of Columbus.

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

**RESOLUTION NO. 03-536**

**IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 107.71 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:**

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

Whereas on March 19, 2003, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Smith and Hale, agent for the petitioners, of 107.71 Acres, more or less, in Orange Township to the City of Columbus.

Whereas, ORC Section 709.23-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Columbus or the Township of Orange.

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Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 107.71 Acres, more or less, in Orange Township to the City of Columbus.

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

**RESOLUTION NO. 03-537**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, SMITH AND HALE, REQUESTING ANNEXATION OF 12.918 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF DELAWARE:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to acknowledge that on April 24, 2003, the Clerk to the Board of Commissioners received an annexation petition request to annex 12.918 acre from Liberty Township to the City of Delaware.

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

**RESOLUTION NO. 03-538**

**IN THE MATTER OF RECOGNIZING MAY AS OLDER AMERICANS MONTH:**

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

**Proclamation by the  
Delaware County Board of Commissioners  
Recognizing May as Older Americans Month**

**WHEREAS**, Delaware County’s older population has played an instrumental role in building this county and its institutions, and;

**WHEREAS**, older county residents continue to make invaluable contributions as workers, leaders, volunteers and caregivers, and;

**WHEREAS**, Delaware County’s older population will continue to increase rapidly over the next several decades, and;

**WHEREAS**, as our population ages, the need for high quality affordable health, in-home and community services will continue to grow, and;

**WHEREAS**, for the past 40 years every United States president has declared the month of May to be “Older

**WHEREAS**, this year as in the past the Council for Older Adults has planned a number of special local activities to pay tribute to local older adults and caregivers, and;

**WHEREAS**, the Council for Older Adults wishes to involve all community members in these events and activities, including: May 20<sup>th</sup> as we celebrate Ohio’s Senior Citizens Day; May 20<sup>th</sup>, Caregiver Recognition Day; and May 21<sup>st</sup>, the Central Ohio Senior Hall of Fame Induction of Delaware County resident, Dorothy Hall.

**THEREFORE, BE IT RESOLVED**, that in recognition of the month of May as “Older Americans’ Month” the Delaware County Board of Commissioners does hereby honor and congratulate local older adults for the important contributions that they have made and continue to make in Delaware County.

**FURTHER RESOLVE** that the Delaware County Board of Commissioners encourage local citizens, their family members and caregivers to get connected with the Council for Older Adults and its’ partner organizations, and, to become knowledgeable about volunteer opportunities, local service options, and, local resources to maintain a healthy and active lifestyle.

**FURTHER RESOLVE** that Delaware County Board of Commissioners recognize and congratulate local health and social service organizations who provide assistance and services for a growing number of older county residents for helping to make Delaware County a better place to live and to grow older.

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

**RESOLUTION NO. 03 -539**

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

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

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The Administrative Services Department is requesting that Christine Shaw attend a "Taking the Difficulty Out Of Supervising People" Seminar in Columbus, Ohio May 13, 2003, at the cost of \$191.00.

The Department of Job and Family Services is requesting that Rhonda Leasure and Perry Harper attend a Civil Rights Coordinator Training in Columbus, Ohio June 10, 2003, at the cost of \$10.00.

The Department of Job and Family Services is requesting that Sharon Lloyd attend a SCOTI Training (software for caseworkers) in Columbus, Ohio April 30 to May 1, 2003, at no cost.

The Auditor's Office is requesting a \$33.80 increase to Todd Hanks' s previously approved travel request for the Conference.

The Environmental Services Department is requesting that Duane Matlack and Ric Walker attend an Energy Codes and Building Performance Seminar in Columbus, Ohio May 21, 2003, at the cost of \$80.00.

The Environmental Services Department is requesting that Tom Compton and Alen Lusk attend a Maintenance Seminar in Columbus, Ohio April 29, 2003, at the cost of \$40.00.

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

**RESOLUTION NO. 03-540**

**IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR THE CLERK OF COURTS OFFICE:**

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

**TRANSFER OF FUNDS**

FROM:	TO:	AMOUNT:
24820101-5801 Clerk of Court Title Fund - Transfers	10020201-4601 Gen Fund/Clerk of Courts - Transfer-in	\$ 100,000.00

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

**RESOLUTION NO. 03 -541**

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

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

Permit #	Applicant	Location	Type of Work
U03048	Insight Communications	Old 3C Highway	Road bore
U03050	Del-Co Water	Old 3C Highway	Install waterline
U03051	Del-Co Water	Joe Walker Road	Install waterline
U03062	Del-Co Water	Freeman Road	Install waterline
U03053	American Electric Power	Main Road	Push two conduits under road

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

**RESOLUTION NO. 03-542**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR VETERANS SERVICES:**

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

**SUPPLEMENTAL APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
10062601-5348	Gen Fund/Veteran's Services - Program Professional Srvs	\$ 30,000.00
10062601-5350	Gen Fund/Veteran's Services - Human Services	\$ 6,000.00

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

**RESOLUTION NO. 03-543**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE BOARD OF HEALTH OF**

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**THE DELAWARE GENERAL HEALTH DISTRICT AND DELAWARE COUNTY JUVENILE COURT:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to accept the following Agreement:

**Juvenile Court Referral Litter Collection**

This contract made and concluded at Delaware, Ohio, by and between the Board of Health of the Delaware General Health District, hereinafter referred to as the Board, and the Delaware County Juvenile Court, hereinafter referred to as the Contractor.

WHEREAS, the Board is in need of a supervised juvenile crew to provide seasonal litter collection in the Delaware County General Health District, and

WHEREAS, the Contractor is qualified and willing to provide such services as may be needed by the Board,

NOW THEREFORE, it is hereby mutually understood and agreed as follows:

(1) The Contractor hereby agrees to provide a supervised Juvenile Court referral litter collection activity within the health district upon request, either by the Board or its duly appointed representative. Such services shall be rendered only in Delaware County General Health District, with action taken in accordance with state or local laws.

(2) The Contractor hereby agrees to provide such services under the general direction of the Board or its duly authorized representative.

(3) The Contractor shall conform to good youth supervision practices and assume the responsibility for the safety and well being and to exercise reasonable care in the supervision of assigned to the project during active involvement during the project.

(4) The Contractor shall provide for the safe transportation of the litter collection crew. The Contractor shall require minimum age of 21 years old, a current Ohio driver's license, a safe driving record verified by a driver's license check, and proof of motor vehicle insurance as conditions of employment for the crew supervisor. The Contractor shall also conduct a background police investigation of applicants for the crew supervisor's position.

(5) In addition to the provision of implementation and supervision services, the Contractor shall, when requested by the Board or its authorized representative, participate with other litter personnel employed by the Board in staff meetings and discussions for the purpose of planning and evaluating the progress of the litter collection program. Said plan(s) shall be in accordance with state and local litter rules/laws.

(6) The Board shall be released of any liability for injury sustained by the contractor while performing services under this contract.

(7) The Contractor shall prepare all required records, as provided by the Board, and shall forward all reports to the representative of the Board so that they may be incorporated into the litter records by the 1st day of the reporting months of April, July, October, and January.

(8) The Board shall advance payment to the Contractor to be administered through Juvenile Court for direct services, for the supervision of the litter collection crew activity not to exceed a total of \$7,000. Advancement shall be \$3,500 on or before March 28, 2003, and one subsequent payment of \$3,500 during the balance of the contract period.

(9) The Contractor shall provide supervision/implementation services to equal a total of 378 hours to operate over the duration of the contract. The collection activity will be performed by a crew staffed by one supervisor, operating between the dates of March 1, 2003 and October 31, 2003.

(10) Litter collection bags will be provided by the Board to the Contractor for the collection activity, as long as said expenses are obligated in accordance with the fiscal procedures of the Board. Other equipment such as safety equipment, vehicle, and related expenses will be provided by the Contractor.

(11) Acceptance of this contract/agreement or authorization is evidence of the Contractor's intent to comply with Titles VI and VII of the Civil Rights Act of 1964 which prohibits discrimination because of race, sex, religion, national origin, age, color, or handicap in any facet of the Contractor's operation.

(12) This contract shall become effective on the 24th day of February, 2003 and shall remain in full force and effect through October 31, 2003.

(13) This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified, changed, or amended except in writing signed by each of the parties.

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(14) This contract may be canceled by either party without cause upon thirty (30) days written notice.

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

**RESOLUTION NO. 03-544**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR GLEN OAK SECTION 1:**

It was moved by Mr. Jordan, seconded by Mrs. Martin to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

**Glen Oak Section 1**                            3,657 feet of 8 inch sewer                            17 manholes

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

**RESOLUTION NO. 03-545**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR THE LAKES AT SILVERLEAF AND GOLF VILLAGE RETAIL OFFICE SITES:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve sanitary sewer plans for The Lakes at Silverleaf and Golf Village Retail Office Sites for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 03-546**

**SETTING DATE AND TIME FOR THE REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQ) FOR CULTURAL RESOURCES MANAGEMENT SERVICES FOR THE DELAWARE COUNTY SANITARY ENGINEER'S OFFICE:**

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

**PUBLIC NOTICE**

The Delaware County Sanitary Engineer will receive Statements of Qualifications (SOQ) for cultural resources management services for the Delaware County Sanitary Engineer's Office. These shall be sent to: Delaware County Sanitary Engineer Attn: Chad L. Antle, P.E. 50 Channing Street Delaware, Ohio 43015 SOQ for **Cultural Resources Management Services**. SOQ are being solicited for the purpose of identifying firms to provide these services. Selection process will be based on company project experience in Delaware County, project personnel experience in Delaware County, and driving distance from the Delaware County Sanitary Engineer's Office. The SOQ shall be submitted to the County Sanitary Engineer by **5:00 PM, Monday May 12, 2003**. Firms with expertise in **Cultural Resources Management** for sanitary sewer improvements are invited to submit SOQ.

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

**RESOLUTION NO. 03-547**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BIDS FOR CALCIUM NITRATE SOLUTION, FERRIC CHLORIDE SOLUTION, SODIUM HYPOCHLORITE AND CONVEYANCE AND LAND APPLICATION OF BIOSOLIDS FOR THE ENVIRONMENTAL SERVICES DEPARTMENT:**

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

Whereas, Delaware County went out to bid and bids were taken on April 11, 2003, and

Whereas, after carefully reviewing the bids received, the bids submitted by the companies listed, have been determined to be the lowest and best bids;

Now Therefore Be It Resolved, the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids as listed below:

**Calcium Nitrate Solution**

Recommended bid for Calcium Nitrate Solution - US Filter Davis Process - \$0.39 / lb.

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**Ferric Chloride Solution**

Recommended bid for Ferric Chloride - Bonded Chemical Company - \$0.1699 / lb.

**Sodium Hypochlorite**

Recommended bid for Sodium Hypochlorite - Bonded Chemical Company - \$0.6488 / lb.

**Conveyance and Land Application of Biosolids**

Recommended bid for Conveyance and Land Application of Biosolids - Synagro - \$0.0288/gallon

**Results Of Bid Opening For Chemicals**

Calcium Nitrate Solution	Company	Price/Results
	Univar	Bid did not meet specification (bid sodium Nitrate Solution)
	Bonded Chemical	\$0.4713/lb. Nitrate - Oxygen
	U.S. Filter	\$0.39/lb. Nitrate-Oxygen
	Altiva	Bid received late (10:15 a.m.) (Did not meet Specification)
<b>Ferric Chloride Solution</b>		
	Bonded Chemical	\$0.1699 /lb FeCl3
	Univar	\$0.1945 /lb FeCl3
<b>Sodium Hypochlorite Solution</b>		
	Bonded Chemical	\$0.6488 /# NaOCl
	KOK	\$0.705 /# NaOCl

Results Of Bid Opening on "Conveyance and Land Application of Biosolids"

Conveyance and Land Application of Biosolids	Company	Price
	Burch Hydro	\$0.0349/gallon
	Cooperrider	\$0.0398/gallon
	Synagro	\$0.0288/gallon

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

**RESOLUTION NO. 03-548**

**IN THE MATTER OF APPROVING THE QUARTERLY REPORT OF THE BYRNE GRANT FOR INTENSIVE SUPERVISION:**

It was moved by Mr. Jordan, seconded by Mrs. Martin, to approve the quarterly Report of the Byrne Grant.

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

**RESOLUTION NO. 03-549**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR JOB AND FAMILY SERVICES:**

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

**SUPPLEMENTAL APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
22411604-5250	JFS/Children's Srvs - Equip < \$5,000	\$ 2,540.80

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

**RESOLUTION NO. 03-550**

**IN THE MATTER OF ACCEPTING THE REPORT OF THE DELAWARE COUNTY/DELAWARE CITY ENTERPRISE ZONE TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE PROGRAM FOR PROGRAM YEAR 2002 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:**

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

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WHEREAS, the Delaware County Commissioners, with the consent of the City of Delaware, have designated areas of the City of Delaware as an Enterprise Zone, pursuant to the Ohio Enterprise Zone Act, which is contained in the Ohio Revised Code Sections 5709.61 through 5709.66, inclusive; and

WHEREAS, the purpose of the Delaware County Enterprise Zone is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Zone; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC), for the Enterprise Zone met on March 11, 2003 and reviewed the status of each active Enterprise Zone Agreement and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, the City of Delaware and Delaware County are required under Ohio Revised Code Section 5709.68 to submit, and have submitted an annual report regarding the status of each Enterprise Zone Agreement, the results of each project during Enterprise Zone Program Year 2002, and the recommendations of the TIRC, by March 31, 2003 to the Director of the Ohio Department of Development.

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 review and recommendations made by the TIRC on March 11, 2003 as summarized on the attached Program Year 2002 Enterprise Zone Program Summary report for the City of Delaware - Zone Number 215 and as specifically noted for each Company in the Final Enterprise Zone Report for this Enterprise Zone Area dated March 27, 2003, which is on file at the offices of the Delaware County Economic Development Department, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development, and all other appropriate entities, as noted in Ohio Revised Code Section 5709.68.

Section 2. The Economic Development Director is directed to submit a certified copy of this Resolution to the Ohio Department of Development.

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

Chart # 1

**Delaware City Tax Incentive Review Council Report - Summary**  
**Enterprise Zone Program Year - 2002**

**Job & Payroll Creation**

<u>Project</u>	<u>Date of Agreement</u>	<u>Date of Expiration</u>	<u>Job Creation Goal</u>	<u>Job Creation Results</u>	<u>% of Goal Achieved</u>
Carolina Color Corp.	2/22/92	12/31/02	15	23	153.33%
Nat. Metal Shapes	10/13/92	12/31/03	15	15	100.00%
Nat. Metal Finishing	9/18/98	12/31/06	20	9	45.00%
General Castings #1	10/15/93	12/31/04	81	0	0.00%
General Castings #2	9/6/96	12/31/06	40	0	0.00%
Oberfields, Inc.	12/23/93	12/31/03	14	35	250.00%
Nippert Company #2	8/9/98	12/31/11	56	0	0.00%
Nippert Company #3	4/29/02	12/31/14	35	0	0.00%
DMI Distribution	11/30/95	12/31/07	41	43	104.88%
Liebert Corp. #1	1/29/96	12/31/05	41	39	95.12%
Optimum Plastics #1	7/10/96	12/31/09	22	22	100.00%
Optimum Plastics #2	4/25/00	12/31/12	10	11	110.00%
Optimum Plastics #3	9/26/02	12/31/08	8	0	0.00%
Gooseberry Patch #1	9/9/96	12/31/07	12	49	408.33%
Gooseberry Patch #2	3/1/01	12/31/13	32	0	0.00%
Jeg's Automotive	8/29/97	12/31/10	115	72	62.61%
Midwest Acoust-A-Fiber	11/10/97	12/31/08	25	26	104.00%
Signstrut, Inc.	8/2/99	12/31/11	35	37.5	107.14%
The Kroger Co.	3/28/02	12/31/14	276	0	0.00%
<b>TOTALS</b>			<b>893</b>	<b>381.5</b>	<b>42.72%</b>

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Chart # 1 Continued

<u>Project</u>	<u>Payroll Creation Goal</u>	<u>Payroll Creation Results</u>	<u>% of Goal Achieved</u>
Carolina Color Corp.	\$400,000	\$1,151,395	287.85%
Nat. Metal Shapes	\$500,000	\$619,650	123.93%
Nat. Metal Finishing	\$360,000	\$203,804	56.61%
General Castings #1	\$1,980,000	\$0	0.00%
General Castings #2	\$884,000	\$0	0.00%
Oberfields, Inc.	\$260,000	\$1,210,072	465.41%
Nippert Company #2	\$1,596,000	\$0	0.00%
Nippert Company #3	\$1,241,000	\$0.00	0.00%
DMI Distribution	\$1,070,000	\$1,047,707	97.92%
Liebert Corp. #1	\$2,113,755	\$1,573,409	74.44%
Optimum Plastics #1	\$709,000	\$1,118,032	157.69%
Optimum Plastics #2	\$225,000	\$455,494	202.44%
Optimum Plastics #3	\$160,000	\$0	0.00%
Gooseberry Patch #1	\$187,800	\$1,470,000	782.75%
Gooseberry Patch #2	\$850,000	\$0	0.00%
Jeg's Automotive	\$2,250,000	\$3,026,281	134.50%
Midwest Acoust-A-Fiber	\$375,000	\$516,944	137.85%
Signstrut, Inc.	\$3,331,000	\$1,332,287	40.00%
The Kroger Co.	\$8,158,000	\$0.00	0.00%
<b>TOTALS</b>	<b>\$26,650,555</b>	<b>\$13,725,075</b>	<b>51.50%</b>

Chart 1 Continued

	<u>Real Property Investment Goal</u>	<u>Real Property Investment Results</u>	<u>% of Goal Achieved</u>
Carolina Color Corp.	\$860,000	\$986,295	114.69%
Nat. Metal Shapes	\$0.00	\$0.00	n/a
Nat. Metal Finishing	\$0.00	\$0.00	n/a
General Castings #1	\$225,000	\$101,996	45.33%
General Castings #2	\$500,000	\$382,529	76.51%
Oberfields, Inc.	\$225,000	\$4,073,099	1810.27%
Nippert Company #2	\$4,150,000	\$7,655,897	184.48%
Nippert Company #3	\$2,500,000	\$1,747,363	69.89%
DMI Distribution	\$3,110,000	\$5,307,358	170.65%
Liebert Corp. #1	\$300,000	\$3,227,486	1075.83%
Optimum Plastics #1	\$1,300,000	\$1,300,000	100.00%
Optimum Plastics #2	\$0.00	\$0.00	#DIV/0!
Optimum Plastics #3	\$2,000,000.00	\$0.00	0.00%
Gooseberry Patch #1	\$1,032,000	\$1,121,440	108.67%
Gooseberry Patch #2	\$1,300,000	\$1,377,000	105.92%
Jeg's Automotive	\$11,950,000	\$12,100,948	101.26%
Midwest Acoust-A-Fiber	\$600,000	\$791,035	131.84%
Signstrut, Inc.	n/a	\$1,152,436	#VALUE!
The Kroger Co.	\$57,200,000	\$31,186,827	54.52%
<b>TOTALS</b>	<b>\$87,252,000</b>	<b>\$72,511,709</b>	<b>83.11%</b>

Chart 1 Continued

	<u>Personal Property Investment Goal</u>	<u>Personal Property Investment Results</u>	<u>% of Goal Achieved</u>
Carolina Color Corp.	\$1,335,000	\$2,023,298	151.56%
Nat. Metal Shapes	\$1,000,000	\$1,012,655	101.27%
Nat. Metal Finishing	\$455,000	\$473,000.00	103.96%
General Castings #1	\$755,000	\$1,112,592	147.36%
General Castings #2	\$2,250,000	\$2,000,000	88.89%
Oberfields, Inc.	\$1,050,000	\$3,412,555	325.01%

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<b>Nippert Company #2</b>	\$20,077,000	\$15,069,447	<b>75.06%</b>
<b>Nippert Company #3</b>	\$13,182,768	\$6,163,834	<b>46.76%</b>
<b>DMI Distribution</b>	\$5,030,000	\$140,489	<b>2.79%</b>
<b>Liebert Corp. #1</b>	\$5,340,400	\$18,763,439	<b>351.35%</b>
<b>Optimum Plastics #1</b>	\$3,730,000	\$3,424,684	<b>91.81%</b>
<b>Optimum Plastics #2</b>	\$2,000,000	\$2,045,933	<b>102.30%</b>
<b>Optimum Plastics #3</b>	\$2,500,000	\$0	<b>0.00%</b>
<b>Gooseberry Patch #1</b>	\$1,100,000	\$1,437,000	<b>130.64%</b>
<b>Gooseberry Patch #2</b>	\$1,500,000	\$884,300	<b>58.95%</b>
<b>Jeg's Automotive</b>	\$44,500,000	\$49,355,909	<b>110.91%</b>
<b>Midwest Acoust-A-Fiber</b>	\$575,000	\$1,722,983	<b>299.65%</b>
<b>Signstrut, Inc.</b>	n/a	\$8,048,658	<b>#VALUE!</b>
<b>The Kroger Co.</b>	\$79,000,000	\$426,538	<b>0.54%</b>
<b>TOTALS</b>	<b>\$185,380,168</b>	<b>\$117,517,314</b>	<b>63.39%</b>

Chart 1 Continued

	<u>Total Property Investment Goal</u>	<u>Total Property Investment Results</u>	<u>% of Goal Achieved</u>
<b>Carolina Color Corp.</b>	\$2,195,000	\$3,009,593	<b>137.11%</b>
<b>Nat. Metal Shapes</b>	\$1,000,000	\$1,012,655	<b>101.27%</b>
<b>Nat. Metal Finishing</b>	\$455,000	\$473,000	<b>103.96%</b>
<b>General Castings #1</b>	\$980,000	\$1,214,588	<b>123.94%</b>
<b>General Castings #2</b>	\$2,750,000	\$2,382,529	<b>86.64%</b>
<b>Oberfields, Inc.</b>	\$1,275,000	\$7,485,654	<b>587.11%</b>
<b>Nippert Company #2</b>	\$24,227,000	\$22,725,344	<b>93.80%</b>
<b>Nippert Company #3</b>	\$15,682,768	\$7,911,197	<b>50.45%</b>
<b>DMI Distribution</b>	\$8,140,000	\$5,447,847	<b>66.93%</b>
<b>Liebert Corp. #1</b>	\$5,640,400	\$21,990,925	<b>389.88%</b>
<b>Optimum Plastics #1</b>	\$5,030,000	\$4,724,684	<b>93.93%</b>
<b>Optimum Plastics #2</b>	\$2,000,000	\$2,045,933	<b>102.30%</b>
<b>Optimum Plastics #3</b>	\$4,500,000	\$0	<b>0.00%</b>
<b>Gooseberry Patch #1</b>	\$2,132,000	\$2,558,440	<b>120.00%</b>
<b>Gooseberry Patch #2</b>	\$2,800,000	\$2,261,300	<b>80.76%</b>
<b>Jeg's Automotive</b>	\$56,450,000	\$61,456,857	<b>108.87%</b>
<b>Midwest Acoust-A-Fiber</b>	\$1,175,000	\$2,514,018	<b>213.96%</b>
<b>Signstrut, Inc.</b>	\$2,500,000	\$9,201,094	<b>368.04%</b>
<b>The Kroger Co.</b>	\$136,200,000	\$31,613,365	<b>23.21%</b>
<b>TOTALS</b>	<b>\$275,132,168</b>	<b>\$190,029,023</b>	<b>69.07%</b>

Chart 2

## Ohio Enterprise Zone Program Summary

Zone Number: 215 Zone Name: City of Delaware

<u>Name of Company</u>	<u>Location</u>	<u>SIC</u>	<u>Date of Agreement</u>	<u>Expiration Date</u>
<b>Carolina Color Corp.</b>	100 Columet Drive	3087	2/22/92	12/31/02
<b>Nat. Metal Shapes</b>	425 S. Sandusky Street	3356	10/13/92	12/31/03
<b>Nat. Met. Finishing</b>	425 S. Sandusky Street	3499	9/18/98	12/31/06
<b>General Castings #1</b>	550 S. Liberty Road	3599	10/12/93	12/31/04
<b>General Castings #2</b>	550 S. Liberty Road	3599	9/6/96	12/31/06
<b>Oberfields, Inc.</b>	528 London Road	3272	12/23/93	12/31/03
<b>Nippert Company #2</b>	801 Pittsburgh Drive	3679	8/9/98	12/31/11
<b>Nippert Company #3</b>	801 Pittsburgh Drive	3679	4/29/02	12/31/14
<b>DMI Distribution</b>	1076 Pittsburgh Drive		11/30/95	12/31/07
<b>Liebert Corp. #1</b>	975 Pittsburgh Drive	3585	1/29/96	12/31/05
<b>Optimum Plastics #1</b>	1188 S. Houk Road	3081	7/10/96	12/31/09
<b>Optimum Plastics #2</b>	1188 S. Houk Road	3081	4/25/00	12/31/12
<b>Optimum Plastics #3</b>	1188 S. Houk Road	3081	9/26/02	12/31/08
<b>Gooseberry Patch #1</b>	600 London Road		9/9/96	12/31/07

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Gooseberry Patch #2	600 London Road		3/1/01	12/31/13
Jeg's Automotive	101 Jeg's Place		8/29/97	12/31/10
Midwest Acoust-A-F.	759 Pittsburgh Drive		11/10/97	12/31/08
Signstrut, Inc.	970 Pittsburgh Drive	326100	8/2/99	12/31/11
The Kroger Co.	2000 Nutter Farms Lane	326100	3/28/02	12/31/14
<b>TOTAL</b>				

Chart 2 Continued

	Existing Baseline Employment		Reduction of Employment at Other Location	EZ Agreement Job Commitment		Job Creation Period (Mos.)
	At Site	In Ohio	Yes or No	Create	Retain	
Carolina Color Corp.	0	0	no	15	0	24
Nat. Metal Shapes	0	0	yes	15	0	24
Nat. Metal Finishing	0	0	no	20	0	36
General Castings #1	279	340	no	81	0	36
General Castings #2	337	612	no	40	0	36
Oberfields, Inc.	31	0	no	14	0	24
Nippert Company #2	285	285	no	56	0	42
Nippert Company #3	234.5	234.5	no	35	0	24
DMI Distribution	0	41	no	41	0	36
Liebert Corp. #1	108	1276	no	41	72	36
Optimum Plastics #1	0	0	no	22	0	36
Optimum Plastics #2	27	27	no	10	27	24
Optimum Plastics #3	38	38	no	8	38	12
Gooseberry Patch #1	18	75	no	12	18	36
Gooseberry Patch #2	108	108	yes	32	108	36
Jeg's Automotive	143	143	yes	115	143	42
Midwest Acoust-A-Fiber	12	12	no	25	12	36
Signstrut, Inc.	114.5	114.5	yes	35	114.5	42
The Kroger Co.	387	3948	yes	276	387	36
<b>TOTALS</b>				<b>893</b>	<b>919.5</b>	

Chart 2 Continued

Name of Company	Commitment		Baseline	Projected New
	Real	Personal	Payroll	Payroll
Carolina Color Corp.	\$860,000	\$1,335,000	\$0.00	\$400,000
Nat. Metal Shapes	\$0.00	\$1,000,000	\$0.00	\$500,000
Nat. Met. Finishing	\$0.00	\$455,000	\$0.00	\$360,000
General Castings #1	\$225,000	\$755,000	\$0.00	\$1,980,000
General Castings #2	\$500,000	\$2,250,000	\$0.00	\$884,000
Oberfields, Inc.	\$225,000	\$1,050,000	\$0.00	\$260,000
Nippert Company #2	\$4,150,000	\$20,077,000	\$0.00	\$1,596,000
Nippert Company #3	\$2,500,000	\$13,182,768	\$0.00	\$1,241,000
DMI Distribution	\$3,110,000	\$5,030,000	\$0.00	\$1,070,000
Liebert Corp. #1	\$300,000	\$5,340,400	\$3,711,960	\$2,113,755
Optimum Plastics #1	\$1,300,000	\$3,730,000	\$0.00	\$709,000
Optimum Plastics #2	\$0.00	\$2,000,000	\$0.00	\$225,000
Optimum Plastics #3	\$2,000,000	\$2,500,000	\$1,438,000	\$160,000
Gooseberry Patch #1	\$1,032,000	\$1,100,000	\$0.00	\$187,800
Gooseberry Patch #2	\$1,300,000	\$1,500,000	\$2,781,173	\$850,000
Jeg's Automotive	\$11,950,000	\$44,500,000	\$4,623,000	\$2,250,000
Midwest Acoust-A-F.	\$600,000	\$575,000	\$0.00	\$375,000
Signstrut, Inc.	n/a	n/a	\$3,134,000	\$3,331,000
The Kroger Co.	\$57,200,000	\$79,000,000	\$14,101,000	\$8,158,000

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<b>TOTAL</b>	<b>\$87,252,000</b>	<b>\$185,380,168</b>	<b>\$29,789,133</b>	<b>\$26,650,555</b>
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Chart 2 Continued

	<b>Tax Incentives</b>		<b>Date of Most Recent TIRC Mtg.</b>
	<b>% and # years</b>		
	<b><u>Real</u></b>	<b><u>Personal</u></b>	
Carolina Color Corp.	62.5%/10 yr.	55%/7&10	3/11/02
Nat. Metal Shapes	0% / 0 yr.	50% / 10 yr.	3/11/02
Nat. Metal Finishing	0% / 10 yr.	40% / 7 yr.	3/11/02
General Castings #1	0% / 0 yr.	50% / 10 yr.	3/11/02
General Castings #2	100% / 7 yr.	65% / 7 yr.	3/11/02
Oberfields, Inc.	25% / 10 yr.	55% / 7 yr.	3/11/02
Nippert Company #2	73% / 10 yr.	30% / 10 yr.	3/11/02
Nippert Company #3	100%/10 yr.	37%/25% 10	3/11/02
DMI Distribution	50% / 10 yr.	0% / 0 yr.	3/11/02
Liebert Corp. #1	0% / 0 yr.	50% / 10 yr.	3/11/02
Optimum Plastics #1	50% / 10 yr.	50% / 10 yr.	3/11/02
Optimum Plastics #2	0% / 0 yr.	30% / 5 yr.	3/11/02
Optimum Plastics #3	100%/ 10 yr.	30% / 5 yr.	3/11/02
Gooseberry Patch #1	0% / 0 yr.	35% / 10 yr.	3/11/02
Gooseberry Patch #2	35% / 10 yr.	35% / 10 yr.	3/11/02
Jeg's Automotive	75% / 10 yr.	63% / 10 yr.	3/11/02
Midwest Acoust-A-Fiber	60% / 7 yr.	25% / 7yr.	3/11/02
Signstrut, Inc.	up to 60% /10	same	3/11/02
The Kroger Co.	100%/10 yr.	45%/3 yr.	3/11/02
<b>TOTALS</b>			

Chart 2 continued

	<b># Jobs as of 12/31/02</b>		<b>Project Site</b>	<b>Payroll Attributed</b>
	<b><u>Created</u></b>	<b><u>Retained</u></b>	<b><u>Employment-12/31/02</u></b>	<b><u>New Employment</u></b>
Carolina Color Corp.	23	0	23	\$1,151,395
Nat. Metal Shapes	15	0	15	\$619,650
Nat. Metal Finishing	9	0	9	\$203,804
General Castings #1	0	152	152	\$0.00
General Castings #2	0	152	152	\$0.00
Oberfields, Inc.	35	31	66	\$1,210,072
Nippert Company #2	0	226	226	\$0.00
Nippert Company #3	0	226	226	\$0.00
DMI Distribution	43	0	43	\$1,047,707
Liebert Corp. #1	39	108	179	\$1,573,409
Optimum Plastics #1	22	0	38	\$1,118,032
Optimum Plastics #2	11	27	38	\$455,494
Optimum Plastics #3	0	38	38	\$0
Gooseberry Patch #1	49	18	67	\$1,470,000
Gooseberry Patch #2	0	67	67	\$0
Jeg's Automotive	72	143	215	\$3,026,281
Midwest Acoust-A-Fiber	26	12	38	\$516,944
Signstrut, Inc.	37.5	114.5	152	\$1,332,287
The Kroger Co.	0	0	0	\$0
<b>TOTALS</b>	<b>381.5</b>	<b>1314.5</b>	<b>1,744</b>	<b>\$13,725,075</b>

Chart 2 Continued

<b><u>Name of Company</u></b>	<b>Actual Investment Level</b>		<b>Cumulative Taxes At</b>	<b>Thru</b>
	<b>As of 12/31/02</b>		<b>Project Site</b>	<b>12/31/02</b>
	<b><u>Real</u></b>	<b><u>Personal</u></b>	<b>Real Property Taxes Paid</b>	<b>Taxes Paid</b>
			<b><u>2002</u></b>	<b><u>Term</u></b>

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Carolina Color Corp.	\$986,295	\$2,023,298	\$21,433	\$115,684
Nat. Metal Shapes	\$0.00	\$1,012,655	\$0.00	\$0.00
Nat. Met. Finishing	\$0.00	\$473,000	\$0.00	\$0.00
General Castings #1	\$101,996	\$1,112,592	\$0.00	\$0.00
General Castings #2	\$382,529	\$2,000,000	\$33,977	\$166,798
Oberfields, Inc.	\$4,073,099	\$3,412,555	\$50,398	\$275,931
Nippert Company #2	\$7,655,897	\$15,069,447	\$10,919	\$32,731
Nippert Company #3	\$1,747,363	\$6,163,834	\$0	\$0
DMI Distribution	\$5,307,358	\$140,489	\$89,471	\$465,210
Liebert Corp. #1	\$3,227,486	\$18,763,439	\$120,585	\$690,559
Optimum Plastics #1	\$1,300,000	\$3,424,684	\$18,007	\$105,962
Optimum Plastics #2	\$0.00	\$2,045,933	\$0.00	\$0.00
Optimum Plastics #3	\$0.00	\$0.00	\$0.00	\$0.00
Gooseberry Patch #1	\$1,121,440	\$1,437,000	\$0.00	\$34,790
Gooseberry Patch #2	\$1,377,000	\$884,300	\$30,330.00	\$30,330.00
Jeg's Automotive	\$12,100,948	\$49,355,909	\$40,846	\$98,761
Midwest Acoust-A-F.	\$791,035	\$1,722,983	\$18,210	\$72,295
Signstrut, Inc.	\$1,152,436	\$8,048,658	\$29,726	\$130,616
The Kroger Co.	\$31,186,827	\$426,538	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$72,511,709</b>	<b>\$117,517,314</b>	<b>\$463,902</b>	<b>\$2,219,667</b>

Chart 2 Continued

	<b>Cumulative Real Property Tax Forgone <u>2002</u></b>	<b>Taxes at <u>Term</u></b>	<b>Project Personal Property Taxes Paid <u>2002</u></b>	<b>Site <u>Term</u></b>	<b>Thru 12/31/02 Personal Property Taxes Foregone <u>2002</u></b>	<b><u>Term</u></b>
Carolina Color Corp.	\$7,600	\$57,983	\$24,611	\$141,812	\$10,000	\$122,701
Nat. Metal Shapes	\$0.00	\$0.00	\$4,720	\$49,902	\$6,720	\$60,078
Nat. Metal Finishing	\$0.00	\$0.00	\$1,992.00	\$1,992	\$1,846	\$1,846
General Castings #1	\$0.00	\$0.00	\$5,053	\$62,576	\$5,053	\$62,576
General Castings #2	\$128	\$627	\$9,146	\$56,173	\$16,987	\$125,663
Oberfields, Inc.	\$984	\$1,935	\$49,708	\$364,103	\$2,841	\$40,797
Nippert Company #2	\$50,621	\$162,171	\$150,049	\$455,458	\$100,033	\$303,637
Nippert Company #3	\$0	\$0	\$0	\$0	\$0	\$0
DMI Distribution	\$39,219	\$257,404	\$162	\$0	\$0.00	\$0.00
Liebert Corp. #1	\$0.00	\$0.00	\$279,091	\$1,079,799	\$62,411	\$211,089
Optimum Plastics #1	\$0.00	\$0.00	\$21,998	\$130,806	\$21,998	\$130,806
Optimum Plastics #2	\$0.00	\$0.00	\$22,366	\$48,263	\$9,585	\$20,684.00
Optimum Plastics #3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Gooseberry Patch #1	\$0.00	\$12,177	\$0.00	\$86,083	\$0.00	\$30,129
Gooseberry Patch #2	\$16,331.00	\$16,331.00	\$16,374.00	\$16,374.00	\$8,816.00	\$8,816.00
Jeg's Automotive	\$107,907	\$217,977	\$142,946	\$209,422	\$114,724	\$229,249
Midwest Acoust-A-Fiber	\$6,117.00	\$25,598.00	\$140,078	\$448,639	\$28,086	\$127,177
Signstrut, Inc.	\$19,939.00	\$19,939.00	\$49,086	\$188,000	\$58,548	\$170,227
The Kroger Co.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$248,846</b>	<b>\$772,142</b>	<b>\$917,380</b>	<b>\$3,339,402</b>	<b>\$447,648</b>	<b>\$1,645,475</b>

Chart 2 Continued

	<b>TIRC Most Recent <u>Recommendation</u></b>	<b>Local Government Action On <u>Recommendation</u></b>
Carolina Color Corp.	Expired	Pending
Nat. Metal Shapes	Continue	Pending

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Nat. Metal Finishing	Continue	Amend	Pending
General Castings #1	Continue		Pending
General Castings #2	Continue	Amend	Pending
Oberfields, Inc.	Continue		Pending
Nippert Company #2	Continue	Advisory	Pending
Nippert Company #3	Continue		Pending
DMI Distribution	Continue		Pending
Liebert Corp. #1	Continue		Pending
Optimum Plastics #1	Continue		Pending
Optimum Plastics #2	Continue		Pending
Optimum Plastics #3	Continue		Pending
Gooseberry Patch #1	Continue		Pending
Gooseberry Patch #2	Continue	Advisory	Pending
Jeg's Automotive	Continue		Pending
Midwest Acoust-A-Fiber	Continue		Pending
Signstrut, Inc.	Continue		Pending
The Kroger Co.	Continue		Pending

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

**RESOLUTION NO. 03-551**

**IN THE MATTER OF AWARDING PROPERTY AND LIABILITY INSURANCE WITH WILLIS POOLING ALL LINES AGGREGATE PROGRAM:**

It was moved by, Mrs. Martin seconded by Mr. Jordan to adopt the following:

WHEREAS, the Board of County Commissioners as required by Ohio Revised Code is responsible for the purchase of property and liability insurance for the county offices and departments; and

WHEREAS, Delaware County has received a proposals from Willis Pooling, our current broker, for the renewal of the All Lines Aggregate Program insurance policies for the year May 1, 2003 through April 30, 2004; and

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners, Delaware County, State of Ohio, accepts the proposal from Willis Pooling All Lines Aggregate Program, as specified below, at the premium cost of \$436,588.

The Willis Pooling All Lines Aggregate Program as follows:

<u>Insurance Coverage</u>	<u>Limits</u>	<u>S.I.R.</u>
Property Insurance	236,175,052	\$100,000
General Liability Insurance	\$8,000,000	\$500,000
Automobile Liability Insurance	\$8,000,000	\$500,000
Public Official Liability	\$8,000,000	\$500,000
Crime Insurance	\$1,000,000	\$100,000
Claims Administration by ASC, Loss Control Services, Aggregate Loss Fund of \$850,000, and Aggregate Excess Limit of \$1,000,000;		

Further be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, to execute a Claims Service Contract with Alternative Services Concepts, LLC, (ASC), to provide claims administration and adjustment services for a flat fee of \$30,309.

**CLAIMS SERVICE CONTRACT**

**THIS AGREEMENT** is made and entered into with an effective date of May 1, 2003 between **ALTERNATIVE SERVICES CONCEPTS, LLC**, a Delaware Corporation, with principal offices at One South Wacker Drive, Suite 2700, Chicago, IL 60606, and mailing address at 1415 Murfreesboro Road, P.O. Box 305148, Nashville, Tennessee 37230-5148, hereinafter referred to as "ASC", and **DELAWARE COUNTY, OHIO** with principal offices in Delaware, Ohio, hereinafter referred to as "Client".

**WITNESS:**

**WHEREAS**, "ASC" is in the claims service business; and,

**WHEREAS**, "Client" desires to contract with "ASC" as its claims service company to service the claims of "Client" arising out of claims presented by May 1, 2003 through May 1, 2004 for their operations, activities, programs, and facilities located in Delaware County, Ohio, that are covered by self-insured retentions and excess insurance policies purchased by "Client" for multiple lines of property and liability purposes through Willis Pooling brokerage.

**NOW, THEREFORE**, "ASC" and "Client" contract as follows:

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**“ASC” AGREES:**

1. (a) To review all claim and/or loss reports with claim and/or loss dates subsequent to the retroactive date specified in the policies issued by the excess carriers and reported to “ASC” during the term of this Contract, which involves claims against “Client” and/or claims by “Client” under said coverages.
  - (b) To review all claim and/or loss reports with occurrence dates as provided under said coverages specified in the policies issued the carriers and reported to “ASC” during the term of this Contract, which involves claims against “Client” and/or claims by “Client” under said coverages.
  - (c) To investigate, adjust, settle or resist all such losses and/or claims within the agreed discretionary settlement authority limit of One Thousand Dollars (\$1,000).
  - (d) To investigate, adjust, settle or resist all such losses and/or claims as are in excess of the agreed discretionary settlement authority limit of One Thousand Dollars (\$1,000) only with specific prior approval of “Client”.
2. To furnish claim forms necessary for proper claims administration.
  3. To establish claim and/or loss files for each reported claim and/or loss. Such files shall be the exclusive property of “Client”. Such files are available for review by “Client” during normal business hours with reasonable notice.
  4. To furnish reports as outlined in the attached Schedule of Reports.
  5. To indemnify, defend and hold harmless “Client” with respect to any claims asserted as a result of any errors, omissions, torts, intentional torts or other negligence on the part of “ASC” and/or its employees unless the complained of actions of “ASC” were taken at the specific direction of “Client”.
  6. That in the performance of this Agreement to not discriminate against any person because of race, color, sex, religion, national origin, handicap, age, or Vietnam-era veteran status.
  7. To comply with the laws of the State of Ohio relating to insurance coverage and to carry during the performance of this Agreement and keep in full force:
    - (a) Workers’ Compensation coverage for its employees. A copy of a document evidencing such coverage shall be furnished to the “Client” prior to commencement of the services.
    - (b) Professional Liability Insurance and General Liability Insurance in the amount of \$1,000,000.00. A copy of a document (preferably a certificate of insurance) evidencing such coverage shall be furnished to the “Client” prior to commencement of the services.

**“CLIENT” AGREES:**

1. To pay as requested by “ASC” claim and/or loss payments and associated allocated expenses.
2. (a) To pay “ASC” the service fee as prescribed in the Fee Schedule attached to this Contract.
- (b) To pay “ASC” within thirty (30) days of the effective date of all invoices. All past due invoices are subject to an interest penalty of one and one-half percent (1 1/2%) per month.
3. (a) To pay all Allocated Loss Expense not to exceed \$5,000 without executed written addendum to this contract, in addition to the claim service fee to be paid to “ASC” as prescribed in this Contract.
- (b) Allocated Loss Expense shall include but not be limited to attorneys’ fees; court reporters’ fees; transcript fees; the cost of obtaining public records; witness fees; witnesses’ travel expense; commercial photographers’ fees; experts’ fees (i.e. engineering, physicians, chemists, etc.); fees for independent medical examinations; all outside expense items; and any other similar fee, cost or expense associated with the investigation, negotiation, settlement or defense of any claim hereunder or as required for the collection of subrogation on behalf of “Client”.
- (c) To pay all Unallocated Loss Expense, which is defined as automobile appraisal or property appraisal fees and extraordinary travel expense incurred by “ASC” at the request of “Client”.
4. Not to sue or bring any claim or cause of action against “ASC” for its action, or inaction, taken at the specific
5. “To pay “ASC” for additional expenses, including the printing of computer compatible vouchers, carrier cost, on-line access, magnetic tapes, data transfer, other programming, or other printing specifically requested by “Client” at “ASC’s” cost not to exceed \$500 without executed written addendum to this contract.
6. To pay “ASC” additional fees at a rate of Seventy-Five Dollars (\$75) per hours plus additional expenses not to exceed \$2,500 without executed written addendum to this contract for the attendance at hearings and/or trials and catastrophic losses. A catastrophic loss is defined as any single incident involving Ten (10) or more claimants and/or property losses over Fifty Thousand Dollars (\$50,000) in one single occurrence.
7. To pay “ASC” additional fees at a rate of Seventy-Five (\$75) per hours plus any additional expenses not to exceed \$2,500 without executed written addendum to this contract for property losses with payments/reserves in excess of Twenty-Five Thousand Dollars (\$25,000).

**“ASC” AND “CLIENT” MUTUALLY AGREE AS FOLLOWS:**

1. (a) The term of this Contract is continuous from its effective date for one (1) year. This Contract may be terminated by either “ASC” or “Client”.
- (b) “Client” shall have the option upon termination or expiration of this Contract:
  - (i) To self-handle to a conclusion all claims and/or losses and associated services pending on the date of termination or expiration of this Contract, such handling not to result in any expense or reduction in Contract revenue to “ASC”; or
  - (ii) Should this Contract renew simultaneously, to have “ASC” handle and adjust to a conclusion said claims and/or losses which have been reported during the term of this Contract and which are open on the date of expiration of this Contract. In the event that this Contract terminates or

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expires for any reason without a simultaneous renewal, to have "ASC" handle and adjust to a conclusion all claims which have been reported to "ASC" and are open or pending in the expiration date of this Contract for an additional fee of Two Hundred Fifty Dollars (\$250) per open claim per year. Sufficient funds of "Client", including allocated claim and/or loss expense, shall remain available to "ASC" to liquidate such claims and/or losses.

2. This Contract covers Claim Service for "Client" in the United States of America.
3. Gross receipts tax or assessments in those states or jurisdictions where levied shall be in addition to the service fee.
4. In the event any one or more of the provisions of this Contract shall be determined to be invalid or unenforceable by any court or other appropriate authority, the remainder of this Contract shall continue in full force and effect, as if said invalid or unenforceable portion had not been included in this Contract.
5. This Contract shall be construed and interpreted in accordance with the laws of the state of Ohio.
6. This Contract represents the entire understanding of "ASC" and "Client" and supersedes all prior oral and written communications between "ASC" and "Client" as to the subject matter. Neither this Contract nor any provisions of it may be amended, modified, or waived except in writing signed by a duly authorized representative of "ASC"
7. The failure or delay of either "ASC" or "Client" to take action with respect to any failure of the other party to observe or perform any of the terms or provisions of this Contract, or with respect to any default hereunder by such other party, shall not be construed as a waiver or operate as a waiver of any rights or remedies of either "ASC" or "Client" or operate to deprive either "ASC" or "Client" of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.
8. To not employ a person who has been employed by the other party at any time during the term of this Contract, unless the person to be employed shall not have been employed by the other party during the immediately preceding six (6) months or unless the hiring party shall have the other party's prior written consent. This provision shall survive the termination of this Contract for a period of one (1) year.
9. During the term of this Contract, "ASC" will store, at its expense, closed files for a period of five (5) years from the date of closure or the date of the last compensation, whichever is latest. After the period, files will either be returned to "Client" or stored by "ASC" at "Client's" option and expense. If stored by "ASC", "Client" will be charged a one-time inventory fee and monthly storage fees at "ASC'S" outside vendor's then prevailing rates.

**Delaware County, Ohio  
May 1, 2003 – May 1, 2004  
Life of Partnership Handling**

Claims will be handled until closed provided the client continues to renew the contract with asc. This handling option provides for the convenience of continued handling of claims as long as the client continues to renew subsequent contracts with asc.

**New Claims**

Service	Estimated Total Fee
Automobile Liability	
Auto Physical Damage	
General Liability	
Errors & Omissions	
Police Professional	
Crime	
Inland Marine	
Property (1)	(See Footnote)
Catastrophic Claims (2)	(See Footnote)
Hearing/Trial Attendance	T&E @ \$75/Hr.
Total Flat Claims Fee	\$30,309

**Notes**

The claims fee includes

- Account Setup
- Client Meetings
- Standard Report Package (3)
- New Claim Setup
- Excess Reporting
- State Reporting

At the conclusion of the contract, the following options are available for continued handling of open claims:

- Negotiated annual fee per claim
- Time and expense at asc's prevailing rates
- Claims returned to client

At the conclusion of the contract, the following options are available for continued handling of open claims:



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- Negotiate annual fee per claim
- Time and expense at asc’s prevailing rates
- Claims returned to client

Subrogation

All parties will automatically be placed on notice if the potential for subrogation exists. Pursuit of subrogation will be performed at the client’s request.

At Costs Items When Required or Requested

Client Data Feed .....	\$295 Per Release
Carrier Tape Release .....	\$400 Per Release
Data Conversion (From/To Prior Administrator).....	At Cost
On-Line Access (One User)(4) .....	\$2,500 Per Year
Each Additional User .....	\$60 Per Month Per User
Incident Reports (5) .....	\$40 Per Report
Systems Training.....	\$T&E (\$75 Per Hr.)
Internet Report Creation .....	No Charge
Weekly Check Registers .....	\$25 Per Report
Special Data Requests/System Generated .....	\$50 Per Report
Special Data Requests/Requiring Programmers .....	At Cost (\$180 Per Hr.)
Actuarial Data Requests .....	At Cost (\$50 Per Hr.)
Travel Over 100 Miles .....	T&E (\$75 Per Hr.)
Outside Investigations and Litigation Management .....	T&E (\$75 Per Hr.)

Invoicing and Payment Terms

Fees will be invoiced on an annual basis. Fees are payable upon receipt of the invoice. asc reserves the right to charge 1½% per month or the maximum legal rate on unpaid balances after 30 days.

Allocated Expenses

Allocated expenses will be charged to the claim file and include fees for:

- |   |  |
|---|--|
| •Legal services   | • Professional photographs                               |
| •Medical records  | • Experts’ / rehabilitation services                     |
| •Index Bureau reporting                                   | • Accident reconstruction                                |
| •Architects, contractors                                  | • Engineers, chemists                                    |
| •Police, fire, coroner, weather reports                   | • Expert witness statements                              |
| •Surveillance   | • Official documents and transcripts                     |
| •Extraordinary travel at client’s request                 | • Court reporters  |
| •Independent medical examinations, MRIs,<br>etc.          | • Managed care   |
| •Collection cost payable to third party on<br>subrogation | • Other reasonable expenses requiring<br>client approval |

**SCHEDULE OF REPORTS**

Attaching to and becoming a part of the Claims Service Contract May 1, 2002 between **ALTERNATIVE SERVICES CONCEPTS, LLC** (“ASC”) and **CITY OF DELAWARE COUNTY, OHIO** (“Client”), “ASC” agrees to provide the following reports to the person(s) indicated during the term of this Contract period:

CLAIMS ACTIVITY/ALL

February, May, August, December  
Kevin Williams (one copy/2-day air)  
Delaware County  
10 Court Street, 2<sup>nd</sup> Floor  
Delaware, OH 43015

LOSS PREVENTION

February, May, August, December  
Kevin Williams (one copy/2-day air)  
Delaware County  
10 Court Street, 2<sup>nd</sup> Floor  
Delaware, OH 43015

LOSS EXPERIENCE/TREND ANALYSIS Monthly

Alternative Services Concepts, LLC / ALA  
1415 Murfreesboro Road, Suite 600  
Nashville, TN 37217

These reports will be provided as indicated for the fees outlined in the Contract or Fee Schedule. Reports requested by “Client” not listed here will be provided for an additional fee to be agreed upon between “Client”

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- 1) Any Property Claim with payments/reserves exceeding \$25,000.00 will be at T & E at \$75.00 Per Hour.
- 2) Any event resulting in 10 or more claimant and/or property losses over \$50,000.00 will be treated as a catastrophe.
- 3) Includes two reports, additional reports are \$25.00 each.
- 4) Includes on line inquiry, electronic mail, and ad hoc report writing.
- 5) Recorded in claims systems only. Must be specified as "Incident" at time of reporting.

FURTHER BE IT RESOLVED, that the Commissioners approve a Purchase Order for Willis Pooling in the amount of \$436,588.00 and a Purchase Order for Alternative Service Concepts in the amount of \$30,309.00.

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

**RESOLUTION NO. 03-552**

**IN THE MATTER OF EXECUTING AN AGREEMENT WITH 3SG CORPORATION FOR DOCUMENT MANAGEMENT SERVICES FOR DELAWARE COUNTY:**

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

Whereas, the Board of Commissioners of Delaware County awarded a bid to 3SG Corporation through Resolution No. 03-337 on March 10, 2003 for document management services, and;

Whereas, the Board of Commissioners of Delaware County and 3SG Corporation mutually wish to agree to terms to begin document management services;

Now therefore be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, approve and execute an agreement with 3SG Corporation for document management services and certain equipment and software necessary to actuate those services.

**3SG CORPORATION  
AGREEMENT  
TO DELAWARE COUNTY, OHIO  
FOR**

- (A) DOCUMENT PROCESSING, SCANNING AND CONVERSION OF RECORDS
- (B) DOCUMENT MANAGEMENT SOLUTION

**AGREEMENT**

This Agreement is made and entered into by and between 3SG CORPORATION, an Ohio corporation ("3SG"), and DELAWARE COUNTY, OHIO, a political subdivision of the State of Ohio, for the benefit of the Delaware County Record Center ("DCRC") to be effective on the later of the dates signed by the parties below.

Background Information

- A. 3SG shall be the prime contractor on the DCRC project that is the subject of this Agreement.
- B. 3SG is responsible for both the document processing, scanning and conversion of paper records (described in Exhibit A and its annex) and the document management solution to be provided by its subcontractor Results Engineering ("RE"), including software and hardware necessary to perform the services described in greater detail in Exhibit B.
- C. DCRC hereby engages 3SG to perform the services described in this Agreement, and 3SG agrees that it and its subcontractor shall perform these services, all on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree to as follows:

Section 1. Confidential Information.

(a) Acknowledgment of Confidentiality. 3SG acknowledges that it may be exposed to confidential and proprietary information of DCRC and its customers and citizens including, without limitation, budget and operational information, sales and marketing research, materials, plans, accounting and financial information, personnel and medical records and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the 3SG outside the scope of this Agreement; (ii) information in the public domain through no wrongful act of the 3SG, or (iii) information received by the 3SG from a third party who was free to disclose it.

(b) Covenant Not to Disclose. With respect to Confidential Information, 3SG hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidential

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Information to any person or entity, except to its own employees having a "need to know" (and who are themselves bound by similar nondisclosure restrictions), and to such other recipients as DCRC may approve in writing; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. 3SG may not alter or remove from any software or associated documentation owned or provided by DCRC any proprietary, copyright, trademark or trade secret legend. 3SG shall use at least the same degree of care in safeguarding such Confidential Information as it uses in safeguarding its own confidential information.

Section 2. Nonsolicitation. DCRC shall not during the term of this Agreement, any extensions thereof, and for twelve (12) thereafter, directly or indirectly solicit or induce any employee or independent contractor of 3SG to leave 3SG and will not hire or encourage any person or entity to hire any employee of 3SG.

Section 3. Term and Termination. This Agreement shall continue until the scope of work described on Exhibits A and B is completed and the deliverables described in the stated scope of work in both exhibits have been delivered.

Both parties recognize that substantial investment is made by each other in working towards the completion of the DCRC project. This Agreement may be terminated only in the event 3SG fails to furnish the completed product (as accepted in the test phase by the client) on an ongoing basis or DCRC fails to pay for the services as they are provided.

Section 4. Effect of Termination. Upon termination of this Agreement, 3SG shall invoice DCRC for any services rendered prior to the date of termination. Upon 3SG's receipt of final payment from DCRC, 3SG shall return to DCRC within seven (7) days all materials DCRC previously deposited in 3SG's custody.

Section 5. Payment Terms. 3SG will invoice DCRC for services as they are performed, and DCRC shall remit payment to 3SG within ten (10) days after invoice. RE will invoice DCRC directly for the Hyland Software because it is the authorized reseller of this product.

Section 6. Notices. Notices sent to either party shall be effective when delivered in person or transmitted by telecopier ("fax") machine with confirmation of receipt, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the address set forth below, or at such other address as the parties may from time to time give notice:

To: Nanda Nair, President and CEO  
3SG Corporation  
344 Cramer Creek  
Dublin, OH 43017  
(614) 761-2716 (fax)

To: \_\_\_\_\_  
DCRC  
50 Channing Street  
Delaware, OH 43015  
\_\_\_\_\_ (fax)

Section 7. Disputes, Governing Law and Venue. All disputes between the parties shall first be submitted for informal resolution to their respective chief executive officers. If the parties are still unable to reconcile their differences, either party may then take the dispute to court. This agreement shall be governed by and construed in accordance with the substantive laws of Ohio without regard to principles of conflicts of law. Both parties mutually understand and agree that any arbitration, litigation or hearing conducted between the parties regarding the terms of this Agreement or the performance thereof must occur in Delaware County, Ohio.

Section 8. Independent Contractor Status. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between DCRC and 3SG (or 3SG's representatives). Each party shall remain responsible and hold harmless the other party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, unemployment, workers compensation, sickness and disability insurance taxes, payroll levies or contractor benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to themselves and their respective people. 3SG acknowledges and agrees that in the performance of the work contemplated herein the 3SG and its people shall retain wide discretion in the manner, method, time and location of performance, shall generally utilize its own tools and equipment and is not expected to be supervised in the details of such performance.

Section 9. Limitation of Damages. Both parties understand that neither party shall be held legally or financially liable to the other for any direct, indirect, consequential or incidental damages, including but not limited to loss of business profits, business interruption, loss of business information, and any and all other damages which either party may incur to any third party as a result of services performed under this Agreement.

Section 10. Interpretation. Both parties have read this Agreement and had the opportunity to employ legal counsel and negotiate changes to this Agreement. This Agreement is the joint product of the parties and, in the event of ambiguity herein, no reference shall be drawn against a party by reason of document production.

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Section 11. Entire Agreement. This Agreement, together with the attached exhibits and annexes, constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto.

Section 12. Assignment. This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns. Except as provided herein, neither party shall assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without the prior written consent of the other party.

Section 13. Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than the parties hereto, and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 14. Force Majeure. If the fulfillment of any of the terms or provisions of this Agreement is delayed or prevented by riots, wars, terrorism, acts of enemies, national emergency, strikes, floods, fires, acts of God or by any other cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence such party is unable to prevent, whether of the class enumerated above or not, such fulfillment or delay shall not constitute a material breach of this Agreement and neither party shall be responsible for any resulting loss.

**Exhibit A**  
**DOCUMENT PROCESSING, SCANNING AND**  
**CONVERSION OF RECORDS**

**Scope of Work**

Delaware County Records Center (DCRC) has identified 4 (four) separate streams of paper flow to be converted into digital images. These documents are either stored in boxes and/or still in binders. Most of the boxes and binders are stored in boxes and are at the Records Center. It is assumed that there are boxes that are stored in each department that are still in transition and will be making their way to the Records Center in time.

The Records Center has the boxes divided into four distinct categories that each requires conversion. These four categories are as follows:

- Category (1) Documents that need to be retained and stored for life. These are typical legal or letter size documents.
- Category (2) Documents that have a specific retention period and can be destroyed in time. These are typical legal or letter size documents.
- Category (3)a Historical documents that need to be retained and stored for life. These are maximum 18" by 11-1/2" size documents.
- Category (3)b Historical documents that need to be retained and stored for life. These are maximum 17" by 11-1/2" size but larger than legal size documents.
- Category (4) Historical documents that need to be retained and stored for life. These are mixed sizes but all are larger than 18" by 11-1/2" to a maximum of 19.5" to 16" size documents.

**Description of Category 1**

At the time of our inspection, there were 762 boxes with clearly marked Red Dots that fall into this category. These are the typical banker boxes and contain an average of 2000 pages.

**Total 762 x 2000 = 1,524,000 pages**

**Description of Category 2**

Also at the time of the inspection, there were 585 boxes with clearly marked Green Dots that fall in this category. These are also typical banker boxes and contain an average of 2000 pages. The retention period of these boxes are as follows:

YEAR	BOXES
2003	106
2004	54
2005	78
2006	108
2007	81
2008	65
2009	15
2010	12
2011	22
2012	17

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2013	1
2014	1
2015	4
2016	9
2017	1
2020	1
2022	1
2025	2
UA	<u>7</u>
	585

Assuming that the 106 boxes that need to be retained only until 2003 will not be converted, the total number of boxes in this category are 479.

**Total 479 x 2000 = 958,000 pages**

**Description of Category 3**

These are documents that are stored in ledgers and large folders. Based on information received from DCRC the total number of pages falling into this category is (a) 670,854. These documents will be microfilmed and then scanned to Tiff images. There are also (b) 71,146 documents that are also a part of this category but are larger than a legal size page but do not require reengineering or rescanning.

**Total 670,854 + 71,146= 742,000 pages**

**Description of Category 4**

These are documents that are stored in ledgers and large folders. Based on information received from DCRC the total number of pages falling in to this category is 17,729. These documents require large format scanner.

**Total = 17,729 pages**

3SG's proposal is based on providing the services for items 1, 2, 3 and 4. 3SG will convert the above into digital images compatible with the overall Results Engineering system within the timelines and in the manner and cost discussed and recommended hereunder.

**Please note the above scope of work does not include any provisions for hardware, software and its maintenance that will be required for storage, transmission, viewing, and networking and on line access to the converted documents. No estimates are made for boxes that are in transition or are in different departments other than the ones stored at the Records Center.**

***Project Steps:***

- Formation of project team
- Identification of the sequence of work
- Creation of Project environment
- Acceptance Test
- Indexing
- Identification of files under the different streams
- Pick up and delivery of files and images

These are discussed in more detail below ~

**3SG Project team**

A dedicated team will be created for this project which will consist of a project manager and staff specializing in the various aspects of imaging such as document preparation, scanning, indexing etc.

The Project Manager will be the single point of contact for all day-to-day aspects relating to the project. Similarly, we suggest that DCRC nominate one person who shall be its Project Coordinator.

The 3SG Project Manager shall be responsible for –

- ❖ Coordinating project status with the DCRC Project Coordinator
- ❖ Ensuring communication of plans to formulate a coordinated effort between the DCRC team and 3SG
- ❖ Creating Project Schedules and defining the method of operation for each sub sect of the project
- ❖ Managing activities, assignments and means of completing the agreed upon tasks detailed in the scope of work and contract
- ❖ Performing quality control measures to ensure data integrity
- ❖ Delivering the converted images accurately within the timeframe as mutually agreed upon by 3SG and DCRC

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**Identification of the sequence of work**

Based on the meeting held with DCRC and 3SG staff, we will commence our conversion based on the four (4) categories stated above and in the same priority. These priorities are subject to change based on the written request by either party.

**Creation of Project environment**

3SG's production environment that would be available for this project includes the following ~

- State of art scanning stations
- Secure environment for storage of files
- Computer servers, workstations, etc.
- Inventory Control
- Production Methodology
- Quality Control

**Acceptance Test**

Before commencing large scale imaging, 3SG will image sample files of the different streams and will coordinate with DCRC to ensure that the output is to its satisfaction.

***Indexing***

3SG will data enter 2 (two) index fields per document that will be further used to integrate into DCRC's database. On some occasions one index field may suffice. This will be determined on a case by case basis and will be accepted by both parties. The integration of this database will be undertaken by Results Engineering.

***Identification of files under the different streams***

On a daily basis files are in constant use and there are substantial number of files that are delivered for storage. Also new files are created from time to time. It is our experience that, if this factor is not managed properly it will lead to a lot of confusion during the scanning process. DCRC should identify the files that are in the storage room or that are in the examiner's tables based on a cut off date. All new files created after this date should be considered as a separate stream. This way we will be able to keep a complete count of the files that are within the scope of work.

**Pick up and Delivery of files and images**

Due to the requirement of large scale scanning within short timeframes, we suggest that not too much of time and effort be spent in transportation of the files. Large lots are more economical than small lots, and our recommendation would be as follows –

3SG will transport all boxes that are ready for pick up. In addition, DCRC will box all open files to be imaged for pick up by 3SG. A methodology of inventory of boxes will be determined by DCRC and 3SG in consultation with each other. As images are completed, the output shall be delivered at accepted intervals. The format of delivery will be in group IV tiff with 200 dpi resolution on CD ROMS. All files and boxes shall be delivered back after the client's acceptance of the CD ROMS.

DCRC will provide signed written instructions, in the event it would want us to shred the documents after the relevant product acceptance.

***Costs***

The following is the table of costs –

<b>Particulars</b>	<b>Amount (\$)*</b>
A) Document scanning (including image enhancement, cropping, de-speckling etc.) and Document preparation including removal of staples, de-folding, insertion of lead sheets etc.	
Category 1 documents.	\$00.09 per page
Category 2 documents.	\$00.09 per page
Category 3 (a) documents.	\$00.17 per page
Category 3 (b) documents.	\$00.09 per page
Category 4 documents.	\$00.80 per page
B) Indexing. Each field	\$00.035 per index
C) Reconstruction of books (when necessary)	\$75-\$100 per book

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For each volume, 1 CD shall be provided	Included

\*\*\*\*\*Pricing is based on actual number of pages scanned and the actual total number of index fields data entered. Please note that DCRC will only be billed for the actual pages that are processed.

\* Under no circumstances shall listed amounts be exceeded without a prior written addendum to this agreement signed by both parties to this agreement.

**Annex to Exhibit A**

**3SG Corporation Overview of Document Imaging Services**

We specialize in solutions and services related to the conversion of hard-copy paper documents and other media to electronic images. Once converted, these documents can be easily viewed, indexed, retrieved, printed, and transported via CD-ROM to other PC-based applications, an electronic document management system and/or the Internet. Thousands of documents can be accessed in seconds, offering major savings in labor and storage costs – benefiting overall office productivity.

**Company Background**

We are a Dublin, OH based corporation, which has been delivering imaging and data conversion solutions and services across the United States since 1991. We have grown our business of service, products, and support to key federal, state and local agencies in the United States. Currently, we also offer our services to legal and medical entities, corporations, school boards and other institutions. 3SG has thus provided services for a large number of clients with diversified conversion requirements and has converted records dating back to the early 1800's including paper documents which have been water and fire damaged.

The company's portfolio of services has grown to include web-enabled storage and retrieval of key applications such as schools records, invoices and accounting documents. We also market electronic document repository software that enables in-house document management and workflow applications.

**Production Facilities**

We have a state of art production facility that employs the latest production techniques including hardware, software and physical production methodologies in order to ensure the best deliverable to the customer not only in terms of quality but also price, turnaround times, pre and post-production support.

We continuously focus on optimum production efficiencies by adopting production lines that are based on a rapid scale up / scale down model depending on forecasted workflow patterns. The achievement of this point-to-point utilization of costs forms the basis of our ability to pass on the resultant cost benefits to our valued clients.

Our input workstation includes high-speed Bell & Howell document scanners, cutting edge image-processing units and video display units with keyboard. We have dedicated Indexing units with adequate data crunching abilities. One of 3SG's major strengths has been the finishing of the imaging process. Not only does our production software utilize a "release" mechanism that automatically throws up processing errors, but also, what really sets 3SG apart is our adoption of an additional independent quality process that checks into image and database quality.

**Production Methodology**

Process methodology

3SG's electronic imaging systems provide an alternative, complement, or supplement to paper documents for the storage of long-term and permanent records. Broadly defined, electronic document imaging is a computer-based configuration of equipment and software that stores machine-readable, computer character-coded index data for on demand retrieval. Scanners are used to convert paper, microfilmed or microfiched documents to digitized, electronic images; i.e., a digital image. A digital image is made into a collection of discreet picture elements, pixels, or PELS that forms a matrix of rows and columns that identify points in the image and a gray level at that point. The elements of this type of digital array are often referred to as image elements, picture elements, pixels, or PELS. Pixels and PELS are commonly used as abbreviations for the term picture element. Throughout this Annex I, the term PEL(S) will be used.

While electronic images may be stored on any computer-compatible medium, they typically require substantial amounts of machine-readable storage space. Given their high storage capacities, CD-ROM is well suited to such applications.

Following scanning, electronic document images are recorded on CD-ROM that are controlled by software. Thus, electronic document imaging systems maintain a computer-processible

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database that serves as an index to these recorded images. At retrieval time, the index is searched to determine the existence and location of document images meeting specified search parameters.

Our document imaging system uses a specially designed input workstation to convert documents to the machine-readable form required for computer processing. The input workstation includes a high speed Bell & Howell document scanner, a cutting edge image-processing unit and a video display unit with keyboard.

Our document scanner, which is sometimes called a document digitizer or an image digitizer, converts a document into a series of horizontal scan lines which are, in turn, subdivided into small horizontal segments called PELS. Using a solid-state array or other photosensitive components, the document scanner measures the amount of light associated with successively encountered PELS and transmits a corresponding electrical signal to image processing circuitry, which converts the signal to computer-compatible digital codes. It is the scanning array that produces the PELS that make up the digitized image.

Feeder and transport mechanisms into the scanner vary in design, and the device selected for a given application must be appropriate to the types of records encountered in that application. As a particular concern, the feeder and transport mechanisms must not damage documents, film or fiche.

In some applications, documents are scanned in the order of their arrival at an input station; in other cases, documents are presorted prior to scanning. The latter approach is intended to group logically related documents on the same disk, thereby minimizing the media interchange requirements in retrieval operations. Documents may also be sorted into batches by size or color to minimize scanner adjustments. Regardless of the preparation and scanning sequence employed, the entire workflow is defined in detail and responsibility for each step in the document preparation process clearly delineated. Once defined, the workflow is tested, using representative documents.

At 3SG we recognize that preparation and planning play a very important role in the conversion process and strict quality checks are performed on a regular basis.

Scanning resolution denotes the raster pattern—that is, the number of horizontal scan lines and the number of PELS per scan line—sampled by a given scanner. Scanning resolution is typically expressed as the number of PELS or dots per inch (DPI), or millimeter, of a scanned document. Scanning resolution is measured both horizontally and vertically, and it is often, but not necessarily identical in both dimensions.

Common choices for scanning resolutions currently range from 200 to more than 300 DPI per horizontal and vertical inch; our clients most commonly request resolutions in the range 200 DPI.

Scanning speed is typically measured from the time a document is inserted into a scanner until digitization is completed and an image of the page is displayed on a monitor for operator inspection, index data entry, or other work procedures. Scanning speed is affected by various application-specific factors, including media, page size and scanning resolution. The more automated the process can be, the faster the scanning speed. Scanning speed to a great extent determines our production time to complete your document conversion project.

**Quality Methodology**

Our accent on quality is not relegated to a one step process at the end of production. In fact, we lay emphasis on quality at each stage of production starting from the document preparation and scanning until the final QC and CD creation stage.

Images may be inspected immediately after scanning. In such cases, the document scanner transmits digitized images to a host computer that displays them on a monitor for operator examination. Illegible or otherwise unacceptable documents can be rescanned at once. Rejected images are deleted, and the documents rescanned, either immediately or in subsequent batches. When images are approved they are accepted in the audit function and are ready for indexing.

As a preparatory work step common to our computer-based document indexing and retrieval methodologies, indexing parameters must be determined and indexing procedures established. The selection of indexing parameters is based on an analysis of retrieval requirements associated with a particular application. Such an analysis takes into account the retrieval requirements of both current and future users of the indexed records. Database is scrutinized not only for common spell check errors and other errors and inconsistencies so that the final output is a high quality product.



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**Experienced Staff**

A talented group of people makes up the backbone of 3SG. Our production crew is dedicated to quality assurance and takes pride in providing it at every step of the process. Our knowledgeable Production Managers are specially trained to ensure the process is smooth and seamless. They are also happy to provide any technical help necessary after the products are delivered.

**Senior Management**

Our experienced staff operates with the continuous input and decision power by its senior management team. With over 75 years of combined management experience, this integrated team approach allows for diverse input when selecting new applications, products, services, and different and innovative ways to run the business and more importantly allows for creating tailor made solutions for customers.

**Benefits Summary**

Document Imaging offers a low risk approach to effectively converting, retrieving, printing, and storing information. Benefits of sourcing these services from 3SG Corporation Document Imaging Services include...

Large scale imaging project management expertise

Proven technology expertise to include data storage, data conversion, intelligent data streams, scanning operations, etc.

Accent on providing high quality

Turn-around schedules that adhere to customer requirements

Measured levels of satisfaction

Ability to work with client and create customized approaches

**Exhibit B  
Document Management Solution**

This statement of work was specifically prepared for DCRC. The concepts and methodologies discussed herein are proprietary to Results Engineering, Inc. Duplication, reproduction, or disclosure of information in this document without express permission from Results Engineering, Inc. is prohibited.

Section 1. Project Definition

**Project Background**

The engagement of Results Engineering ("RE") with DCRC has been initiated to begin digitizing stored documents within the department. Results Engineering's proposal to DCRC is geared towards this electronic records storage implementation. DCRC's Document Imaging project will include an interface of the Imaging system with your Kodak DAW 4800. This project does not include any process reengineering. Instead of analysis and design documentation, RE will deliver a "Taxonomy Document". The taxonomy document will incorporate document taxonomy that will help streamline the operation of DCRC's imaging system by avoiding duplication of work. Once approved, the Taxonomy Document will be implemented as a prototype within OnBase. After the prototype is completed, it will be moved onto the production OnBase servers for DCRC.

**Project Overview**

This project will be composed of both a taxonomy study and a deployment of document imaging (scanning) to store county documents. This will include an onsite consulting effort to document the current DCRC document storage and usage. The project will culminate with a working prototype being loaded onto a development server for initial testing. A web server will be implemented to let outside user's access the imaging system as well. Six Record Center workstations will have the OnBase Client installed and a Scan Station will be setup for use with the Kodak 3520D scanner. DCRC staff will be trained on use of the OnBase Client and Kodak Scanning system. Additional training will be conducted on the OnBase/Kodak DAW interface. IT staff will be trained on OnBase features such as Administration, Security and backups etc.

**Business Problem**

In the earliest stages of this project we must define the documents being stored and retrieved. The scope of this project must uncover naming conventions that will mesh with Delaware County as a whole. Documents also contain information that is needed across departmental lines. This means effort is needed to insure privacy and define custody. HIPPA rules now apply to many government documents so these constraints and rules need to be taken into account in the preparation, handling and maintenance of electronic documents. Lastly we must also pay attention to kind of

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documents that need to be imaged and the location of the scanning equipment to be utilized.

**Project Success Criteria**

The criteria that this project is based on will largely be in form of a chart describing the documents and document groupings used within DCRC. This chart includes relevant document names, form numbers, and indices the documents are filed by. We also need to note relevant users of the documents within the department plus the names of other departments and services that also utilize these documents. The assumption is that blueprint has been created that not only this department agrees with but that other departments' usage will be enhanced when they gain access. The taxonomy can also include possible note types, cross-references, COLD reports, security restrictions (HIPPA), access rights, printing formats, graphical overlays needed, disclaimers and electronic documents.

**Section 2. Objectives**

As stated above in the Success Criteria, this phase of the project taxonomy provides a detailed look at the documents types, groups, users, access rights, privileges and possible interactions with other departments in Delaware County.

**Section 3. Scope of Effort**

Install Hyland Software on Image Server and workstations, integrate Record Center Document types, Setup document Scanner and Software, Integrate Kodak DAW interface, Setup OnBase Web Server, QC testing, train users On Hyland. See deliverables for further details.

**Section 4. Approach**

- **Project Plan** - will be created, identifying the major milestones and anticipated dates of the deliverables. This plan will be maintained and updated as changes occur.
- **Communication** - as questions arise, they will be forwarded to the DCRC Project Manager through e-mail. DCRC and RE will respond to all questions within 2 business days, unless the question is identified as not on the critical path.
- **Resources** – Project Manager for both teams must be made available to answer questions so the 2-day response rule is met. Any response delay over 2 business days will generate a change request and hence, a delay to the project.
- **Deliverables** - will be provided to DCRC by RE for review no later than 48 hours after completion.
- **Change Management Process** - will be utilized. The focus will be on requirements, scope, and functionality. All changes will be reviewed and approved by DCRC. DCRC must approve all project changes using the Change Control Forms. If a change has a financial impact on the project, RE will identify and communicate that impact as part of the Change Management Process
- **Acceptance Control Process** - will be utilized to ensure that each deliverable meets the defined functionality. Acceptance criteria will be established during the Design stage for every deliverable. Acceptance to be made by DCRC project management.

**Section 5. Deliverables**

<b>Project Deliverables</b>
<b>Define Taxonomy and Build prototype</b>
<b>Setup, Install all OnBase Modules listed in final pricing on Imaging Server.</b>
<b>Setup 6 workstations with OnBase Clients. Setup the Kodak 3520D Scanner and Scanning Software. Setup the RE DAW Interface using OnBase Workflow. Setup 1 COLD report for IT Staff.</b>
<b>Train IT Staff on OnBase Management, Backups, and NT Web Server etc.</b>
<b>Train DCRC Staff on OnBase Client, DAW Interface and Kodak Scanning etc.</b>
<b>Final Project Review Closure Meeting</b>

**Section 6. Roles and Responsibilities**

**Results Engineering**

RE will provide resources:

- Competent in document management/imaging/workflow technology (and all related technologies).
- Experienced in management/imaging/workflow system design, development and implementation.
- Experienced in applying these technologies to county records center offices in general.

DCRC staff members will assume the following roles during this engagement

DCRC will provide resources:

- Project leader in the DCRC with knowledge of the records document, process, and policy practices and issues.
- Knowledgeable IT person in Delaware County's network architecture and system infrastructure.
- Project Leader empowered to arrange necessary & appropriate meetings with DCRC Center and IT staff, as needed.

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- Project leader empowered to make decisions regarding the “final” form of the solutions to be implemented.  
**Responsibilities and Timeline**

RE Deliverables		DCRC
Phase	Deliverable	Timeline
1	Define Taxonomy and Build prototype. Review Prototype with DCRC.	40 hours
2	Setup, Install all OnBase Modules listed in final pricing on Imaging Server. Move Prototype to Production Server.	8.5 hours
3	Setup 6 workstations with OnBase Client. 1 Kodak 3520D Scanner and Software. Setup DAW Interface. Setup 1 COLD report.	32.5 hours
4	Train IT Staff on OnBase Management, Backups, COLD Module, and NT Web Server etc	17.5 hours
5	Train DCRC Staff on OnBase Client, DAW Interface and Kodak Scanning etc	17.5 hours
6	Final Project Review Closure Meeting	2 hours

**Section 7. Costs**

Results Engineering’s rates on this time and material project will under no circumstances exceed \$165 per hour per Results State Term Schedule plus any reasonable expenses without a prior written addendum to this agreement signed by all parties to this agreement. On a weekly basis, Results Engineering shall submit to the DCRC Project Manager a project status report detailing the work performed to date, any deviations from the project costs and/or schedule set forth in the Project Plan and an invoice for the previous week.

The current time estimate for this project is 116hours x \$165 per hour = \$19,140. Results Engineering estimates this effort will be completed in 6-10 weeks of calendar time. DCRC will have five days to review the invoice. If no questions are received, the invoice will be accepted and payment expected within 10 days.

**Section 8. Assumptions and Risks**

- A. Designated DCRC personnel will be available at all times (within reason) to answer questions and assist Results Engineering development personnel with concerns regarding this application.
- B. Systems are available for development and testing outside of Delaware County facilities via the VPN throughout the project.
- C. Properly installed and functioning imaging system.
- D. Accessibility of Results Engineering team members to project critical resources.
- E. Availability of workspace for Results Engineering team to conduct onsite study.
- F. All Hardware and Software is functioning properly before project starts.
- G. No Customization from Results Engineering on OnBase Web Server.

**Section 9. Change Procedure**

The estimated effort and costs are based on the scope and assumptions as determined during analysis and design. Variance to the scope or assumptions will have an impact on the project duration and cost estimates. Results Engineering and the DCRC will use a formal Change Control procedure to respond to and manage changes throughout the project.

A change of scope to the project is defined as, but not limited to:

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- An additional deliverable not defined during analysis and design.
- An additional activity or step not defined in analysis and design.
- Further changes to an accepted deliverable.
- Time spent to investigate/estimate any change request.
- Time lost due to reasons such as:
  - Unavailability of equipment needed by the project team.
  - Unavailability of the DCRC's project personnel.
  - Delays in expected turnaround to questions, information needed, or decisions from the DCRC project personnel.
- **Delays of over two business days on approvals of critical deliverables.**

The Results Engineering proposed Change Control procedure is:

Results Engineering will document all requested changes using a Change Request Form. The document will include a description of the change and costs impact, staffing, and changes to workloads and service levels.

Results Engineering will submit each Change Control Request to the DCRC Project Manager for review and authorization. Approval or rejection of the change should be provided within two business days of submission.

Formal approval or rejection will require appropriate sign-off by both Results Engineering and the DCRC Project Manager.

Results Engineering will maintain the originals for all Change Request Forms in the permanent Project Control Book and will submit copies to the DCRC upon project completion.

**Section 10. Acceptance Procedure**

All deliverables are to be approved in writing using a Product/Task Acceptance Form. Four (4) business days will be allowed for acceptance or rejection for each deliverable.

The DCRC Project Manager or delegates will have acceptance authority for all.

Each deliverable with a Product/Task Acceptance Form will be provided to the DCRC Project Manager or one of their delegates for final sign off. The DCRC Project Manager or their delegate will review each deliverable, indicate acceptance or rejection on the Product/Task Acceptance Form and return the form to the RE Project Manager.

If a deliverable is rejected, reasons for rejection will be indicated on the form. If DCRC rejects a deliverable, the Results Engineering Project Manager will review the feedback with the DCRC Project Manager and have the mutually agreed upon changes made to the rejected deliverable and resubmitted for approval.

Only one update/change iteration per deliverable. It is important that all reasons for rejection be documented during initial review of the deliverable. Results Engineering will repair defects identified in the first iteration of a deliverable.

If review delays or multiple iterations of deliverables cause a substantial delay in the project schedule, a documented non-compliance change authorization will be processed to reflect the impact.

**Section 11. Final Pricing**

**Turn Key System Prices**

**Hyland On Base Ohio State Term Schedule Number: 533277-1**

**Results Engineering Ohio State Term Schedule #533384-0**

DESCRIPTION	PART #	QTY.	PRICE*
<b>SOFTWARE</b>			
<b>On Base Modules</b>			
OnBase Multi-User Server License	OBIPW1	1	\$3,750
Named User Client[1-100]	CLNT1A	6	\$2,700
Concurrent User Client [1-100]	CTIPC1	4	\$3,840
Web Server NT	WTIPW1	1	\$7,500
CD Authoring	CDIPW1	1	\$400
COLD / ERM	CLIPW1	1	7,500
Workflow Concurrent Client (1-100)	WFIPC1	2	1,600
Workflow - Departmental	WFIPD1	1	\$8,000
Document Import Processor	DPIPW1	1	\$4,000
Stand Alone Document Imaging	DIIPA1	1	\$4,000
		Sub-	
		Total:	\$43,290

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**Annual OnBase Maintenance**

Annual Maintenance 15% of Software Price  
(See Hyland Maint. attachment for details)

MAINT	1	\$6,494
	OnBase	
	Total:	<b>\$49,784</b>

**Kodak DAW Interface Software**

RE DAW/OnBase Interface Software

DAWOB	1	<b>\$11,500</b>
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**SERVICES**

**Professional Services**

Install Hyland Software on Image Server and workstations, integrate Record Center Document types, Setup document Scanner and Software, Integrate Kodak DAW interface, Setup OnBase Web Server, QC testing, train users On Hyland. Need Statement of Work for further details.

RETECH	116 hrs	<b>\$19,140</b>
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**HARDWARE**

**Kodak 3520D Duplex Scanner**

High Speed Duplex Scanner with ADF  
See attached spec sheet for details

RE-DS3520D		<b>\$19,675</b>
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Kofax Adrenaline Interface Card and Cable

RE-ADTCAB	1	<b>\$1,495</b>
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Kodak 3520D 1yr. Ext. Onsite Warranty

	1	<b>\$1,496</b>
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<b>Grand Total:</b>		<b><u>\$103,090</u></b>
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**\*Under no circumstances shall listed price amounts be exceeded without a prior written addendum to this agreement signed by all parties to this agreement.**

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

**RESOLUTION NO. 03-553**

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

It was moved by Mrs. Martin, seconded by Mr. Jordan to adjourn into Executive Session at 9:40AM.

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

**RESOLUTION NO. 03-554**

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

It was moved by Mr. Jordan, seconded by Mrs. Martin to adjourn out of Executive Session at 10:01AM.

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

**RESOLUTION NO. 03-555**

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

It was moved by Mrs. Martin, seconded by Mr. Jordan to adjourn into Executive Session at 10:05AM.

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

**RESOLUTION NO. 03-556**

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

It was moved by Mrs. Martin, seconded by Mr. Jordan to adjourn out of Executive Session at 10:37AM.

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

There being no further business the meeting adjourned.

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Kristopher W. Jordan

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Deborah B. Martin

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James D. Ward

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Letha George, Clerk to the Commissioners