

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 8, 2004**

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

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

**PUBLIC COMMENT**

Mr. Steve Watson 1964 Ford Road presented a question on School District Boundaries. He wanted to know why students who live within the Delaware City limits still attend Olentangy Schools.

Mrs. Martin explained that school district boundaries do not change with annexation boundaries. School District Boundary changes are separate processes that take place at the State Level.

The School Districts must ask the State Board of Education for Changes.

**RESOLUTION NO. 04-29**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 5, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:**

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the resolutions and records of the proceedings from regular meeting held January 5, 2004 as contained in the county's official electronic recordings of the proceedings.

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

**RESOLUTION NO. 04-30**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR017:**

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve payment of warrants in Batch numbers CMAPR017 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
AEP	Utilities/Delaware County	10011105-5338	\$ 280,000.00
Cintas Corporation	Uniforms & Floor Mat Service	10011105-5301	\$ 8,000.00
CCAO SC	Gas Utilities/Delaware County	10011105-5338	\$ 105,000.00
City of Delaware	Water/Sewage/Delaware County	10011105-5338	\$ 25,000.00
Columbia Gas of OH	Gas Utilities/Delaware County	10011105-5338	\$ 20,000.00
Countryside Construction	Snow Removal & Deicing	10011105-5328	\$ 40,000.00
First Communications LLC	Long Distance Phone Service	10011105-5330	\$ 20,000.00
Holly's Proclean	Clean Svc/S. Wing/50 Channing	10011105-5301	\$ 16,800.00
Nextel Communications	Cell Phone Svc/Del Co Facilities	10011105-5330	\$ 8,500.00
Northwestern OH Security	Safety & Security Supplies	10011105-5238	\$ 2,500.00
Northwestern OH Security	Safety & Security Services	10011105-5345	\$ 3,000.00
Otis Elevator Co. Inc.	Elevator Maintenance Agreement	10011105-5325	\$ 25,000.00
Seligman, SI	Clean Svc/12 Troy Rd./One Stop	10011105-5301	\$ 5,365.00
US Postal Service	Postal Service/Co Mail Machine	10011105-5331	\$ 200,000.00
Verizon	Telephone Service/Delaware County	10011105-5330	\$ 98,000.00
Ben Bro Enterprises Inc.	Land/Bldg Rental	10011105-5335	\$ 175,500.00
Treasurer, Delaware JVS	Land/Bldg Rental JVS Education Office	10011105-5335	\$ 15,330.98
Nancy E. Schuler	Land/Bldg Rental/137 N. Sand.	10011105-5335	\$ 15,230.00
Rita Thompson	Land/Bldg Rental/84 N. Sand.	10011105-5335	\$ 10,800.00
Wadad Investment Group,	Land/Bldg Rental/12 Troy Rd/A 78	10011105-5335	\$ 48,012.48
Cottingham Paper Co.	Cleaning Supplies/Del Co Offices	10011105-5222	\$ 7,500.00
House of Security	Safety & Security Supplies	10011105-5238	\$ 5,000.00
Loub Electric	Electric Supplies	10011105-5270	\$ 17,000.00
BP Products N. America Inc.	Gas/Diesel Fuel	10011106-5228	\$ 50,000.00
BP Products N. America Inc.	Oil & Grease/Service Center Vehicles	10011106-5228	\$ 7,500.00
BP Products N. America Inc.	Credit Card Gas/Vehicles/EMS & Sheriff	10011106-5228	\$ 7,500.00
Delaware Motive Parts	Vehicle Parts & Supplies/Service Center	10011106-5228	\$ 24,000.00
Germain Ford	Vehicle Repair/Service Center	10011106-5328	\$ 10,000.00
Germain Ford	Vehicle Parts & Supplies/Service Center	10011106-5228	\$ 14,000.00
Goodyear Auto Service	Vehicle Repair/Service Center	10011106-5328	\$ 1,250.00

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Goodyear Auto Service	Tires Per State Bid	10011106-5228	\$ 35,000.00
Marathon Ashland Petroleum	Gas/Sheriff & Bldg Reg. Vehicles	10011106-5228	\$ 35,000.00
Krieger Lincoln Mercury	Vehicle Repair/Service Center	10011106-5328	\$ 500.00
Krieger Lincoln Mercury	Vehicle Parts & Supplies/Service Center	10011106-5228	\$ 14,000.00
Petroleum Traders	Gas/Diesel Fuel	10011106-5228	\$ 50,000.00
Pfeiffer Enterprises Inc.	Gas/Fuel/Service Center	10011106-5228	\$ 10,000.00
Washington Auto Parts	Vehicle Parts & Supplies/Service Center	10011106-5228	\$ 24,000.00
Maximus Inc.	2002 Cost Allocation Plan	10011102-5301	\$ 9,800.00
CCAO CEAO	CCAO Membership	10011102-5308	\$ 7,853.00
Pogemeyer Design Group	CHIS Plan	23011702-5365	\$ 5,000.00
Pogemeyer Design Group	CHIS Plan	23011704-5365	\$ 4,000.00
<b>Vouchers</b>			
US Postal Service	Postage/Del Co.	10011105-5331	\$ 20,000.00

Further Be it Resolved, that the Commissioners approve A Memo Transfer PO# 0400277 \$10,000.00 from 21911401-5328 (Soil and Water) to 69340407-4201 (Stormwater Phase II).

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

**RESOLUTION NO. 04-31**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE ENGINEER'S OFFICE:**

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

Supplemental Appropriation	AMOUNT
29240001-500	Motor & Gas/Salary \$117,001.61
29240001-510	Motor & Gas/Benefits \$53,095.57
29240001-520	Motor & Gas/Materials & Supplies \$35,006.45
29240001-530	Motor & Gas/Services & Charges \$495,143.00
29240001-540	Motor & Gas/Capital Outlay & Equipment \$-20,830.00

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

**RESOLUTION NO. 04-32**

**IN THE MATTER OF APPROVING A CONTRACT FOR DATA PROCESSING SERVICES WITH MELINDA CHARD:**

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

**CONTRACT FOR DATA PROCESSING SERVICES**

This agreement is made the 8th day of January 2004, by and between the Board of County Commissioners of Delaware County, Ohio (the "County"), located at 101 N. Sandusky Street, Delaware, Ohio 43015 (the "County Building"), and Melinda Chard (the "Contractor"). The Contractor is engaged in the business of providing data processing services and resides at 7262 Brundage, City of Waldo, County of Marion, State of Ohio.

In consideration of the mutual promises below, it is agreed as follows:

**Section I: Relationship of Parties**

For purposes of this Agreement, the Contractor will serve as an independent contractor to the County. As such, the Contractor is responsible for all charges, premiums and taxes, if any, payable on any funds she may receive as a result of her activities, including, without limiting the generality of the foregoing, Social Security, income and withholding taxes; unemployment insurance taxes; unemployment compensation funds; compensation insurance; and income taxes.

**Section II: Services Provided**

The Contractor will provide data processing services for the County at a County Building pursuant to the terms and conditions of this Agreement, and will perform additional services as agreed to from time to time between the parties, which agreement shall be incorporated into this Agreement.

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**Section III: Performance Standards**

The Contractor will adhere to professional standards and will use due care in the handling and processing the County's documents and will perform all services required under this Agreement in a manner consistent with generally accepted procedures for data processing and allied services. The Contractor will reprocess at her expense all work necessary to correct errors directly caused by mistakes of the Contractor during the term of this Agreement; provided, however, that the Contractor will not be required to reprocess any errors discovered by the County on or after one year following the termination of the Contractor's employment under this Agreement

**Section IV: Data Safeguards**

All information submitted by the County to the Contractor in connection with services performed by the Contractor under this Agreement will be safeguarded by the Contractor to at least the same extent as the Contractor safeguards like information relating to her own business. If such data is publicly available, the Contractor will bear no responsibility for its disclosure, inadvertent or otherwise.

**Section V: Price**

The County will pay for the services provided by the Contractor at a rate of \$13.00 per hour, payable bi-weekly. Unless the parties mutually agree to extend this Agreement, the total payments during the term of this Agreement by the County to the Contractor will not to exceed \$10,000.00.

**Section VI: Assignment**

The Contractor may not assign her rights and responsibilities under this Agreement to any other party.

**Section VII: Termination**

This Agreement may be terminated at any time by mutual agreement. Either party may terminate this Agreement immediately by giving the other party fourteen (14) days' advance written notice.

**Section VIII: Terms To Be Exclusive**

Unless otherwise provided herein, the entire agreement between the parties with respect to the subject matter of this Agreement is contained in this Agreement. In the event the County issues a memorandum, specification or other instrument covering the services provided, such memorandum, specification or other instrument is for County's internal purposes only and any and all terms and conditions contained in it, whether printed or written, shall be of no force or effect. Except as provided to the contrary in this Agreement, the provisions of this Agreement are for the benefit of the parties to it solely and not for the benefit of any other person, persons or legal entities.

**Section IX: Waiver or Modification of Terms**

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless such waiver, alteration or modification is in writing and signed by a duly authorized representative of the parties.

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

**RESOLUTION NO. 03-33**

**IN THE MATTER OF APPOINTING AN ADDITION TO THE COURTS BUILDING ADVISORY COMMITTEE:**

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

Whereas, on December 22, 2003 with resolution 03-1677 the Delaware County Board of Commissioners appointed the following members to the Courts Building Advisory Committee:

- |               |                  |                  |             |
|---------------|------------------|------------------|-------------|
| Richard Cline | George Justice   | Thomas C. Clark  | Tim Hetrick |
| Judge Whitney | Judge Krueger    | Jan Antonoplos   | Todd Hanks  |
| Judge Spicer  | Judge Sunderman  | Randy Ormeroid   | David Yost  |
| David Cannon  | Peter T. Vatures | Maribeth Deavers | John Reilly |
| Al Myers      | Kurt Schmidt     | Richard Lombardi | Ross Long   |
| Bob Polisino  | Scott Braumiller | Mike Foreman     | Dan Boysel  |
| Tom Price     | John Bowden      | Mark Schueltz    |             |

And, Whereas, Richard Lombardi wishes to be removed from the Courts Building Advisory Committee, and

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Whereas, the Delaware County Board of Commissioners now wish to appoint the Delaware City Mayor To the Courts Building Advisory Committee.

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

**RESOLUTION NO. 04-34**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR ANNEXATION REFUNDS:**

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

Supplemental Appropriation	Amount
72911920-5319	Annexation Fund/Refunds \$950.00

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

**RESOLUTION NO. 04-35**

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

It was moved by Mr. Jordan, seconded by Mrs. Martin to adjourn into Executive Session at 9:50AM.

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

**RESOLUTION NO. 04-36**

**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 10:50AM.

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

There being no further business the meeting adjourned.

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 Kristopher W. Jordan

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 Deborah B. Martin

\_\_\_\_\_  
 James D. Ward