

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 15, 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**

**RESOLUTION NO. 04-329**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 11, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held March 11, 2004 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. 04-330**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0312:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR0312, 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>			
Scott & Karen Perkins	Board & Care	22511607-5350	\$ 5,500.00
<b>Increases</b>			
Jeffrey P. Uhrich	Public Defender	10011202-5301	\$ 15,000.00
Terrie Clinger	Public Defender	10011202-5301	\$ 15,000.00
<b>Vouchers</b>			
Liberty Community Center	Day Care	22411606-5348	\$ 13,753.00
Toddler Inn Child Care	Day Care	22411606-5348	\$ 10,733.00
Powerware Corporation	Batteries for Powerware Plus 1	10011304-5270	\$ 8,749.00
OH Utilities Protection	Annual LBP Referral Fees	65111904-5301	\$ 8,124.75
AEP	Service	65211919-533833802	\$ 38,937.04
U. S. Postal Service	Postage	10011105-5331	\$ 20,000.00
Ameritas Group Dental	March Premiums	75010903-5370	\$ 13,465.04

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

**RESOLUTION NO. 04-331**

**IN THE MATTER OF APPROVING THE TREASURER'S REPORT:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the Treasurer's Report.

(Copy available for review at the Commissioner's office until no longer of administrative use.)

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

**RESOLUTION NO. 04-332**

**SETTING DATE, TIME AND PLACE FOR THE PUBLIC HEARING FOR A ZONING DISTRICT CHANGE FROM FARM RESIDENTIAL DISTRICT (FR-1) TO PLANNED INSTITUTIONAL DISTRICT (PINS) FOR A 5.01-ACRE TRACT OWNED BY THE GRACE BAPTIST CHURCH IN RADNOR TOWNSHIP:**

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

The Board of Commissioners of Delaware County, Ohio, will hold a public hearing on the zoning district change application of The Grace Baptist Church in Radnor Township. The application requests a zoning District Change from Farm Residential District (FR-1) To Planned Institutional District (PINS) for a 5.01-Acre Tract fronting on the north side of State Route 37 West, west of State Route 203. Owned By The Grace Baptist Church 3180 State Route 37 West, Radnor Township, Delaware, Ohio 43015. As part of the development plan no changes are proposed. The Church would like to be in compliance with the existing zoning (Planned

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Institutional District).

The hearing will be held **Monday, March 29, 2004 at 7:30 PM**, in the Hearing Room of the County Commissioners, 101 North Sandusky Street, Delaware, Ohio. A copy of the application is available for review at the Office of the Zoning Inspector – 50 Channing Street, Delaware, Ohio. Interested persons may appear and voice opinion in respect to this proposed zoning amendment.

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

**RESOLUTION NO. 04-333**

**IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 1.056 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:**

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

Whereas on February 11, 2004, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by William D. Fergus Jr., agent for the petitioners, of 1.056 Acres, more or less, in Orange Township to the City of Columbus.

Whereas, ORC Section 709.023-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 1.056 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. 04-334**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONERS, JAMES M. DIETZ, REQUESTING ANNEXATION OF 55.168 ACRES OF LAND IN SCIOTO TOWNSHIP TO THE VILLAGE OF OSTRANDER:**

It was moved by Mr. Ward, seconded by Mr. Jordan to acknowledge that on March 10, 2004, 2004, the Clerk to the Board of Commissioners received an annexation petition request to annex 55.168 acres from Scioto Township to the Village of Ostrander.

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

**RESOLUTION NO. 04-335**

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

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

The Administrative Services Department is requesting that Christine Shaw and Megan Rhoads attend a CARMA Meeting at the Ohio Historical Society April 14, 2004, at the cost of \$46.00.

The Department of Job and Family Services is requesting that Anne Tallent and Larry Hager attend a Ohio Council On Welfare Fraud Annual Training in Dublin, Ohio March 29 to 31, 2004, at the cost of \$160.00.

The DATA Center is requesting that Jerry Walraven attend a Developer's Conference in Columbus, Ohio March 17, 2004, at the cost of \$75.00.

The Commissioners Office is requesting an Amendment to Kris Jordan's Travel request to NACO in the amount of \$262.00.

The Prosecutor's Office is requesting that Frank Darr attend a Professional Training Conference in Steubenville, Ohio May 3 to 5, 2004, at the cost of \$340.48.

The Prosecutor's Office is requesting that Leah Sellers attend a Continuing Education Class in Columbus, Ohio April 13, 2004, at the cost of \$313.10.

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The EMS Department is requesting that Todd Barstow attend a “Forging New Links Conference” in Columbus, Ohio March 15, 2004, at the cost of \$150.00.

The EMS Department is requesting that Todd Barstow attend a training on “How to Write and Apply for Grants” in Findlay, Ohio April 13, 2004, at no cost.

The EMS Department is requesting that Bill Barks attend a BTLS State Conference-Instructor Workshop In Cincinnati, Ohio March 19, 2004, at the cost of \$125.00.

The Economic Development Department is requesting that Dottie Brown attend a CHIP Training Forum in Columbus, Ohio April 6, 2004, at no cost.

The Economic Development Department is requesting that Dottie Brown attend a CDBG Formula Training in Marion, Ohio April 7, 2004, at no cost.

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

**RESOLUTION NO. 04-336**

**IN THE MATTER OF ACCEPTING ADDITIONAL ROADS AND APPROVING RECOMMENDED SPEED LIMITS IN WILSHIRE SECTION 6, PHASE A AND SCIOTO RESERVE SECTION 1, PHASE 6:**

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

**Wilshire Section 6, Phase A**

At your December 15, 2003 meeting, your Board approved this office’s recommendation to accept the roadways for the above referenced project into the public system. Since that time the staff has found that one road was inadvertently omitted from that recommendation. Therefore, The Engineer is ask that your Board approve the acceptance of the following road into the public system and that you advise **Orange Township** of your action:

- **Bold Venture Court**, to be known as **Township Road Number 1393**

The Engineer also recommends that a 25 mile per hour speed limit be established on this road.

**Scioto Reserve Section 1, Phase 6**

On August 4, 2003, your Board approved acceptance of **Township Road Number 1358** as **Clear Falls Way** for the above referenced project. Due to an oversight, this road was not entered into our road numbering system. On August 11, 2004, your Board approved the acceptance of **Willow Bend Court** in the project known as Willow Bend Section 1, Phase 3 as **Township Road Number 1358**. This road was entered into The County’s road numbering system. Therefore, the Engineer request that the road number for **Clear Falls Way** be changed to reflect the number as **Township Road Number 1394** and that **Concord Township** be advised of your action.

The Engineer also recommends that a 25 mile per hour speed limit be established on this road.

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

**RESOLUTION NO. 04-337**

**IN THE MATTER OF ESTABLISHING ADDITIONAL STOP CONDITIONS FOR WILSHIRE SECTION 6, PHASE A AND SCIOTO RESERVE SECTION 1, PHASE 6:**

It was moved by Mr. Ward, seconded by Mr. Jordan to establish stop conditions for the following:

**Stop Conditions –Wilshire Section 6, Phase A**

- On Township Road Number 1393, Bold Venture Court, at its intersection with Township Road Number 775, Bold Venture Drive

**Stop Conditions –Scioto Reserve Section 1,Phase 6**

- On Township Road Number 1394, Clear Falls Way, at its intersection with Township Road Number 1223, Tree Lake Boulevard

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

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**RESOLUTION NO. 04 -338**

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

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

Permit #	Applicant	Location	Type of Work
U04023	Del-Co Water	Troy road	Install road bore
U04024	Del-Co Water	Penry Road	Install road bore
U04025	Del-Co Water	Troutman Road	Install road bore
U04026	Del-Co Water	Willey Road	Install road bore
U04027	Del-Co Water	Willey Road	Install road bore
U04028	Del-Co Water	Downing Road	Install road bore
U04029	Consolidated Electric	Chambers Road	Set 4 poles
U04030	American Electric Power	Harlem Road	Replace reclosers
U04033	Suburban Natural gas	Walnut Woods Section 2	Install gas mains

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

**RESOLUTION NO 04-339**

**IN THE MATTER OF AUTHORIZING THE COUNTY ENGINEER TO SUBMIT DENT ROAD (COUNTY ROAD 42) BRIDGE NUMBER 42-00.99 TO THE OHIO DEPARTMENT OF TRANSPORTATION FOR PROGRAMMING TO RECEIVE FUNDS FROM THE LOCAL BRIDGE PROGRAM:**

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

Whereas the Ohio Department of Transportation makes funds available for local bridge repair and replacement through their Local Bridge Program, and

Whereas the Delaware County Engineer’s office has a bridge eligible for this program, and

Whereas, the Delaware County Engineer’s office would like to use these funds for the replacement of the Dent Road bridge number 42-00.99, and

Whereas, the Delaware County Engineer has received approval of their application for funding in this program, and

Whereas, the Delaware County Engineer is now required to submit an application to have this bridge programmed into the Local Bridge Program in order to receive these funds, and

Now be it resolved that the Delaware County Commissioners authorize the Delaware County Engineer to submit the necessary paperwork to the Ohio Department of Transportation to have the Dent Road (County Road 42) bridge number 42-00.99 programmed to receive funds from the Local Bridge Program.

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

**RESOLUTION NO. 04-340**

**IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR LIQUID ASPHALT, HOT MIX AND COLD MIX MATERIALS, AND TWO MEN AND A PAVER:**

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

Sealed bids will be accepted for Liquid Asphalt based upon unit price bids per gallon of each material and Items 301, 402 and 404 Asphalt Hot Mix materials based upon unit price per ton of material; and Cold Mix Materials, HPM and 405 Bituminous Cold Mix. All material items shall meet the Ohio Department of Transportation Material Specifications for 1997 and/or 2002 spec as directed on bid sheet. Bids will also be accepted for Two Men and a Paver, price per ton laid. Copies of General Specifications may be obtained at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

Bids for Liquid Asphalt shall be delivered price to job site at any location within Delaware County. Free unloading time and demurrage shall also be noted. Bids for Hot Mix materials and Cold Mix Materials shall be FOB plant price. Said materials to be used by the Delaware County Engineer through April 30, 2005.

Prices on all materials shall also be extended to the 18 Townships within Delaware County.

Bids will be received by the Delaware County Commissioners, **at the office of the Delaware County Engineer,**

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**50 Channing Street, Delaware, Ohio 43015 until 10:00 a.m. April 5, 2004**, at which time said bids will be opened. Bids will be awarded at the discretion of the Delaware County Commissioners, and all bidders shall be notified accordingly.

Bids shall be submitted in a sealed envelope and marked **SEALED BID FOR LIQUID ASPHALT, HOT MIX AND COLD MIX MATERIALS, AND TWO MEN AND A PAVER**.

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

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

**RESOLUTION NO. 04-341**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE CONTRACT WITH BY MOBILE VIDEO SERVICES, INC. FOR GEO-REFERENCED DIGITAL STRUCTURE PHOTOGRAPHY AND GPS AND GIS DATA COLLECTION FOR ADDRESS INVENTORY PROPOSAL:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following contract:

**CONTRACT  
FOR  
DIGITAL STRUCTURE PHOTOGRAPHY  
THE DELAWARE COUNTY AUDITOR AND THE DELAWARE COUNTY 911 EMERGENCY SYSTEM**

**ARTICLES OF AGREEMENT**

This Contract is made, and entered into on March 22, 2004, by and between Delaware County, Ohio (hereinafter referred to as "County"), and Mobile Video Services, Inc (hereinafter referred to as "Contractor"), a Missouri Corporation.

**WHEREAS**, County has released a Request for Proposal for "Geo-Referenced Digital Structure Photography and Verification of Address Inventory"; and

**WHEREAS**, County desires to contract with Contractor to perform Property Photo Imaging and the linking of image IDs to approximately sixty one thousand (61,144) address points in the County; and

**NOW, THEREFORE**, in consideration of the following mutual covenants, conditions and agreements, the parties do hereby agree as follows:

**1. SERVICES TO BE PROVIDED**

- 1.1 Contractor agrees to provide services and/or materials under this Contract (hereinafter referred to collectively as "Services") pursuant to the provisions and specifications identified in County's Request for Proposal and Contractors Response to RFP and incorporated in to this Agreement and further defined in this Agreement.
- 1.2 Contractor shall perform Services as defined in the RFP, Section III – Scope of Services, excluding Optional Item: Address Verification, and further detailed in Attachment A of the Contractor's Response to the RFP.

**2. CHANGES IN SCOPE OF SERVICES**

- 2.1. County may at any time, by written order, make changes to Contractor's obligations or method of performance within the general scope of this Agreement. If any change causes an increase or decrease in any part of the work under this Services Agreement, Contractor shall make an equitable adjustment in the "fixed price amount," the fee rate structure, the performance schedule, or other affected terms, as appropriate, and shall modify this Agreement accordingly.
- 2.2. Contractor must assert its right to an adjustment under this clause within ten (10) days from the date of receipt of the written order. Contractor's non-response to County's written order shall be deemed as accepted by Contractor, without change in compensation.
- 2.2.1. Contractor agrees to provide County timely project progress reports and information of its direct interactions with the County's representatives and the general public. Contractor may present this information in written or verbal form, except any proposed changes in the scope of services or fee, which must be in written form.

**3. PAYMENT TO CONTRACTOR**

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- 3.1 County agrees to compensate Contractor at the rates specified for services, satisfactorily performed, in accordance with amounts outlined in Attachment B of the Contractor's Response to the RFP.
- 3.2 Contractor shall submit an itemized invoice to County according to Attachment B. County agrees to process payment promptly in accordance with Attachment B.
- 3.3 County agrees to accept and pay Contractor for services delivered and invoiced to County on an incremental basis.

**4. WARRANTY**

- 4.1. Contractor warrants that the Image Attribute Data provided under this Agreement meets the specifications described in Attachment A and shall be free from defects in material and workmanship.
- 4.2. This warranty shall be for a period of one hundred and eighty (180) days, commencing upon Contractor's final delivery of Data to the County. This warranty period shall survive the termination of this Agreement.
- 4.3. In the event any such defects shall appear during the warranty period, Contractor shall replace or repair defective items. Such replacement or repair shall be at Contractor's sole expense, including all shipping costs. Any such replacement or repairs shall occur within forty five (45) days of notice.

**5. TERM**

- 5.1. The term of this Agreement is for one year, effective as of the date first above written.

**6. TERMINATION OF AGREEMENT**

- 6.1. Either party upon ninety days' (90) written notice to the other party may terminate this Agreement, without cause. This termination notice period shall be beginning upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of this Agreement.
  - 6.1.1. In the event of termination, Contractor shall be compensated for all work-completed prior to the effective date of termination.
  - 6.1.2. Termination under this section shall not be considered a breach or termination without cause.
- 6.2. This Agreement may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Agreement and if the failure is not corrected with ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as relevant law may allow.
- 6.3. This Agreement is subject to the availability of County funds to purchase the specified services. In the event, County does not appropriate funds during the term of this Agreement for the specified Services, and there are not other available funds by or with which payment can be made to Contractor, County may terminate this Agreement.
- 6.4. In the event County terminates any other Agreement, which Contractor may or may not be a party to, required for the purchase of services provided under this Agreement, County shall be responsible for notifying Contractor of such event within 24 hours of receiving notice of such termination. Upon receipt of termination notice, Contractor shall immediately cease all work to provide the services required under this Agreement. Such a termination does not bar Contractor from pursuing a claim for damages for breach of this Agreement.
- 6.5. Termination of this agreement, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

**7. INDEPENDENT CONTRACTOR**

- 7.1. County and Contractor agree that Contractor is an independent contractor and shall not represent itself as an agent or employee of County for any purpose in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of federal, state and local taxes as well as business license fees arising out of Contractor activities in accordance with this Agreement. For purposes of this Agreement taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.
- 7.2. Contractor, as an independent contractor, shall perform said services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

**8. INDEMNIFICATION**

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- 8.1. To the fullest extent permitted by laws and regulations, the Contractor shall indemnify and hold harmless the County and their officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Agreement or the actions of the Contractor or its officials, employees, or subcontractors under this Agreement or under agreements entered into by the Contractor in connection with this Agreement. This indemnification shall survive the termination of this agreement.

**9. INSURANCE**

- 9.1. Contractor agrees to comply with the State of Ohio Worker' Compensation laws and regulations and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such law and regulation. In the event Contractor is excluded from the requirements of such Act, Contractor agrees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of service.
- 9.2. Contractor agrees to maintain, at its expense, the insurance coverage limits as set out in the Certificate of Liability Insurance as presented in section 2 of the proposal. This Certificate of Liability Insurance is to be issued by an insurance company, licensed to do business in the State of Ohio and acceptable to the County. The certificate will provide for sixty days' (60) advance notice in the event of termination or cancellation of coverage.
- 9.3. The County shall be named as an additional insured on the Certificate of Insurance.

**10. HEALTH AND SAFETY**

- 10.1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this Agreement.

**11. NON-DISCRIMINATION IN EMPLOYMENT**

- 11.1. Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. Contractor shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be canceled, terminated or suspended in whole or in part by County, and Contractor may be declared ineligible for further County Agreements.

**12. CONFIDENTIAL AND PROPRIETARY INFORMATION**

- 12.1. County and Contractor agree that information concerning the other party's business (including that of all corporate affiliates) is "confidential and proprietary information" and each party agrees that it will not permit the duplication or disclosure of any such confidential and proprietary information to any person (other than an employee of the other party who must have such information for the performance of its obligations hereunder), unless such publication, use or disclosure is specifically authorized by the other party in writing, required by court order or required pursuant to any other law. This provision shall survive the termination of this Contract.
- 12.2. The parties acknowledge that the software and process technology used in the Field Data Collection process is owned by Contractor and is an extension of Contractors software development efforts and used in Contractors business operations. This section shall survive termination.
- 12.3. The term "confidential and proprietary information" is not meant to include any information, which is a "public record" as defined by law.
- 12.4. Upon the completion of the warranty period, at its sole discretion, County may request the return of any information, data, business information, technical information, drawings, records and other documentation that the County provided to Contractor. County agrees to make such request in writing and identify any items to be returned.

**13. PROHIBITED INTEREST**

- 13.1. Contractor agrees that no member, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this contract or the proceeds thereof. Contractor agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior written consent of County.

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**14. NON-COLLUSION**

- 14.1. Contractor guarantees that this Agreement is not a product of collusion with any other Vendor and no effect has been made to fix any overhead, profit or cost element of any proposed price.

**15. SUCCESSORS AND ASSIGNMENT**

- 15.1. Contractor shall not assign its interest in this Agreement without the written consent of County.

**16. AUDIT RIGHTS**

- 16.1. For all services being provided under this Agreement, County shall have the right to inspect and examine any of the books, accounts, invoices, records and other writings relating to the performance of said Services. Audits shall take place at times and locations mutually agreed upon by both parties, although Contractor must make the materials to be audited available within ten (10) days of the request for them.

**17. COUNTY NOT RESPONSIBLE FOR EXPENSES**

- 17.1. County shall not be liable to Contractor for any expenses paid or incurred by Contractor unless otherwise agreed to in writing.

**18. EQUIPMENT**

- 18.1. Contractor agrees to supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide services unless otherwise agreed to in writing.

**19. OWNERSHIP RIGHTS**

- 19.1. County and Contractor agree that the County shall have full ownership rights in the text and image database created pursuant to this Contract, including the images and data provided by the County to assist Contractor in the performance of its responsibilities under this Contract.
- 19.2. County and Contractor agree that County's ownership rights extends only to the services delivered to County under this Agreement and in no form extends to Contractors Field Data Collection processes, intellectual property or other proprietary data.

**20. NOTICES**

- 20.1. All notices which may be required by this Agreement or any rule of law shall be effective when received by certified mail sent to the following addresses:

Contractor:	County:
Mobile Video Services, Inc	Shoreh Elhami, GIS Director
Attn: Executive Officer	Delaware County Auditor's Office
1601 Iron St, Suite 101	140 N. Sandusky Street
North Kansas City, MO 64116	Delaware, Ohio 43015

**21. GOVERNING LAW**

- 21.1. This Agreement shall be governed by and in accordance with the laws of the State of Ohio with legal disputes settled in the venue of Delaware County Ohio. This Agreement is not subject to arbitration.

**22. COMPLIANCE WITH LAWS**

- 22.1.1. Contractor represents that it complies with all Federal, State, and Local laws, regulations or orders, as amended or supplemented. The implementation of this Agreement will be carried out in strict compliance with all Federal, State, or Local laws regarding discrimination in employment.
- 22.2. Contractor represents that it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Missouri, and is qualified to do business in the State of Ohio.

**23. WAIVER**

- 23.1. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof. No term or provision hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. A waiver shall not constitute a waiver of such in the future unless said waiver is also made for future occurrences in writing signed by the waiving party.



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**24. SEVERABILITY**

24.1. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of this Contract so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provisions is unenforceable, and this Contract shall be deemed amended by modifying such provisions to the extent necessary to make it enforceable while preserving its intent.

**25. ENTIRE AGREEMENT**

25.1. This Contract shall constitute the entire understanding between County and Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may be amended only by written mutual agreement of the parties.

**26. HEADINGS**

26.1. The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

**RESOLUTION NO. 04-342**

**SETTING BID OPENING DATE AND TIME FOR UNIFORM RENTAL SERVICES FOR DELAWARE COUNTY:**

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

**PUBLIC NOTICE  
INVITATION TO BID  
ITB #04-05 Uniform Rental Services**

Notice to bidders are posted on the internet and may be viewed on Delaware County’s web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:30 AM on Monday, April 5, 2004**, at which time they will be publicly opened and read and the contract awarded as soon as possible, for Uniform Rental Services for Delaware County.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$250 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio during normal business hours, or off the internet at [www.demandstar.com](http://www.demandstar.com).

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Uniform Rental Services." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

**RESOLUTION NO. 04-343**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY’S PROGRAM INCOME AND CDBG FORMULA 2003 GRANT TO ENTER INTO AN AGREEMENT WITH POGGEMEYER DESIGN GROUP FOR CONSULTING SERVICES FOR DELAWARE COUNTY FAIR HOUSING 2003:**

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

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

WHEREAS, participation in the CDBG program requires that efforts be made to affirmatively further fair housing locally, and

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WHEREAS, funding, in the amount of Three Thousand Dollars (\$3,000) has been provided to Delaware County through the FY03 CDBG Formula Program for Fair Housing activities.

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

Section 1. That the Board of Commissioners authorizes the President of the Board to execute an Agreement for Fair Housing Consulting Services with Poggemeyer Design Group in an amount not to exceed Four Thousand Five Hundred Dollars (\$4,500). This funding shall come from CDBG Formula 2003 Grant in the amount of \$3,000, and Delaware County's Program Income fund in the amount up to (\$1,500) to pay for Fair Housing.

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

The contract is on file at the Economic Development Department.

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

**RESOLUTION NO. 04-344**

**IN THE MATTER OF APPROPRIATING ADDITIONAL FUNDS FOR RCC CONSULTANTS:**

It was moved by Mr. Ward, seconded by Mr. Jordan to adopt the following Resolution:

WHEREAS, RCC Consultants has continued to assist the County in the acquisition of a Countywide 800 MHz Radio System, and;

WHEREAS, these costs extend beyond the original contract funding, and;

WHEREAS, it is necessary to continue to have RCC consultants provide invaluable assistance in evaluating bids, contracts and system accreditation.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the additional appropriation of \$50,000 to continue to provide funding necessary for the Countywide Radio system project;

BE IT FURTHER RESOLVED: That the Board of County Commissioners approve the supplemental appropriation of \$50,000.00 into the Emergency Services Capital Fund, Organization Key 40211408 -5301.

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

**RESOLUTION NO. 04-345**

**IN THE MATTER OF ADOPTING A RESOLUTION APPROVING THE PURCHASE OF MEALS AND BEVERAGES FOR THE PLANNING AND CONDUCTING OF A TABLETOP EXERCISE:**

It was moved by Mr. Ward, seconded by Mr. Jordan to adopt the following Resolution:

WHEREAS, the Delaware County Board of Commissioners approved the acceptance of the FY03 State Homeland Security Exercise Grant; and

WHEREAS, these grant funds allow for the purchase of meals and beverages for participants during the planning and conducting of the exercise; and

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper "Public Purpose", and

WHEREAS, The October 20, 2003, State Auditor's ruling on payment of Expenditures Of Public Funds For Proper "Public Purpose" states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

NOW THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby resolve to approve the purchase and accompanying purchase orders for meals and beverages during the Tabletop Exercise phases as follows:

All Occasions Catering            \$1,650.00

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Bob Lavender \$ 30.00  
Meijer's Corporate Acct \$ 200.00

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

**RESOLUTION NO. 04-346**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR ESTATES OF GLEN OAK SECTION 3 PHASE A AND GRAND OAK SECTION 2 PHASE B:**

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

**Estates Of Glen Oak Section 3 Phase A** 1,498 feet of 8 inch sewer 6 manholes

**Grand Oak Section 2 Phase B** 630 feet of 8 inch sewer 4 manholes

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

**RESOLUTION NO. 04-347**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR SCIOTO RESERVE SECTION 4 PHASE 12:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve sanitary sewer plan for Scioto Reserve Section 4 Phase 12 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 04-348**

**IN THE MATTER OF APPROVING RESOLUTION FOR RETAINING CERTAIN LEGAL SERVICES OF VORYS, SATER, SEYMOUR & PEASE IN CONNECTION WITH MATTERS RELATING TO ENVIRONMENTAL LAW ISSUES FOR DELAWARE COUNTY:**

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

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

**Section 1.** This Board of County Commissioners, in conjunction with the Prosecuting Attorney of this County, desires to retain the legal services of the law firm of Vorys, Sater, Seymour & Pease (the Firm) for advice and assistance in matters relating to Environmental Law Issues. For reasonable fees as shall be approved by this Board, plus reimbursement for actual out-of-pocket expenses (including but not limited to travel, long-distance telephone, and duplicating expenses) incurred in rendering the legal services as may from time to time be requested by this Board, the Firm will provide advice and representation; in court or administrative investigations or proceedings, such as representation before the Ohio EPA, matters relating to the Ohio EPA, including permits to install, NPDES permits, and any permit modifications; antidegradation issues and other issues involving wastewater treatment. These other services would be available upon request by the Board.

**Section 2.** In rendering such legal services, as an independent contractor and in an attorney-client relationship, Vorys, Sater, Seymour & Pease shall not exercise any administrative discretion on behalf of this Board in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, or cities or of this Board, or the execution of public trusts. The retention of such services may be terminated at any time by this Board or the Firm by written notice to the other.

**Section 3.** This Board of County Commissioners shall join with the Prosecuting Attorney of this County in application pursuant to Section 305.14, Ohio Revised Code, to the Court of Common Pleas of Delaware County for approval of the retention of the legal services of the Firm for the purposes stated in Section 1 hereof and for authority to pay the Firm for those legal services as provided for in Section 1 hereof from fund appropriated, or that may be appropriated, by this Board from time to time for such purpose. The County Auditor is hereby authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for the payment of the same as they shall become payable.

**Section 4.** It is hereby found and determined that all formal actions of this Board concerning and relating to

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the adoption of this Resolution were adopted in an open meetings of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings, open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

The foregoing motion having been put to vote, the results of the roll call was as follows:

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

**RESOLUTION NO. 04-349**

**IN THE MATTER OF WAIVING THE DELAWARE COUNTY PORTION OF FEES AT THE SOLID WASTE TRANSFER FACILITY TO SUPPORT LITTER CONTROL CAMPAIGNS:**

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

WHEREAS, the Board of County Commissioners of Delaware County sustains a Solid Waste Transfer Station Operation Agreement with County Disposal (Ohio), Inc. for the operation of the Delaware County Solid Waste Transfer Station, and

WHEREAS, the Delaware General Health District has requested that the Board of County Commissioners waive its portion of the Solid Waste Transfer Station fees in support of litter control campaigns, and

WHEREAS, these litter control campaigns include support of Keep Delaware County Beautiful, an affiliate of Keep America Beautiful to promote the Great American Cleanup, and the Scioto River Sweep, and

WHEREAS, said the Board of County Commissioners of Delaware County has waived its portion of Solid Waste Transfer Station fees in support of these initiatives in past years,

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby waive its portion of Solid Waste Transfer Station fees in support of the aforementioned programs effective April 1, 2004 through December 31, 2004.

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

**RESOLUTION NO. 04-350**

**IN THE MATTER OF APPROVING THE REVISED PROGRAM OF REQUIREMENTS, SCHEDULE, AND ESTIMATED BUDGET FOR THE JAIL EXPANSION AND RENOVATION PROJECT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND BOVIS LEND LEASE:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the revised program of requirements, schedule, and estimated budget for the Jail Expansion And Renovation Project between The Delaware County Commissioners and Bovis Lend Lease.

(Copy available for review at the Commissioner's office until no longer of administrative use.)

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

**RESOLUTION NO. 04-351**

**IN THE MATTER OF AMENDING SECTION 3.0 OF RESOLUTION NO. 02-860 ESTABLISHING GENERAL ORDERS FOR THE HEARING OF ANNEXATION PETITIONS:**

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

Whereas, Amended Substitute Senate Bill 5 (SB 5) of the 124<sup>th</sup> General Assembly, changing Ohio's annexation laws, has been passed by the General Assembly and signed by the Governor; and

Whereas, Section 709.014(A) of the Ohio Revised Code (ORC) as enacted by SB 5 authorizes the Board of Commissioners of Delaware County to establish a reasonable fee or schedule of fees to cover the costs incurred by the County in any annexation proceeding that takes place under sections 709.02 to 709.21 of the ORC: and

Whereas, Section 709.014 of the ORC as enacted by SB 5 also authorizes the Board to require an initial deposit to be paid at the time a petition for annexation is filed or promptly thereafter; and

Whereas, Section 709.032(B) of the ORC as enacted by SB 5 also provides for the payment of other fees or requires deposits in connection with the processing of annexation petitions; and

Whereas, the Board desires to implement a deposit and fee schedule for annexation petitions filed with the

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Board;

Now Therefore Be it Resolved by the Board of Commissioners of Delaware County:

Section 1.0      Annexation Deposit

Every annexation petition submitted pursuant to Sections 709.02 to 709.21 of the ORC shall be subject to a deposit according to the following schedule:

- a.    When the total area sought to be annexed is 5 acres or less - \$100.00
- b.    When the total area sought to be annexed is more than 5 acres - \$250.00

Section 1.1      Time Period In Which To Make Deposit

The deposit required pursuant to Section 1.0 of this resolution shall be filed with the Clerk of the Board of Commissioners, or in the absence of the Clerk, with Assistant Clerk, or in the absence of both, with the County Administrator, at the time of filing.

Section 2.0      Fees for Subpoenas Requested by Necessary Party

If a necessary party to an annexation proceeding, as defined in Section 709.32(A) of the ORC, requests the Board to issue subpoenas for witnesses, for books, papers, correspondence, memoranda, agreements, or other documents or records relevant or material to the petition, the party requesting the subpoena shall pay in advance the fees and mileage expenses necessary to serve the subpoena. The remainder of the expenses shall be paid out of fees charged by the Board pursuant to Section 709.014 of the ORC.

Section 2.1      Fees for Subpoenas Issued by the Board Without a Request From a Necessary Party

If the Board issues a subpoena on its own initiative for witnesses or documents specified in Section 2.0, all costs shall be paid out of fees charged by the Board pursuant to Section 709.014 of the ORC.

Section 2.2      Amount of Fees Associated with Subpoenas

The fees and mileage expenses for the Sheriff(s) and witnesses shall be the same as those allowed by the court of common pleas in criminal cases and as maintained on file with the Board of Commissioners of Delaware County.

Section 2.3      Fees for Transcription of Record of Hearing

If a request is made to transcribe the record of the hearing, in accordance with Section 709.032(B) of the ORC, it shall be accompanied by a payment in the amount estimated by the Clerk of the Board to be necessary to cover the costs of transcribing the record. If the actual cost exceeds the estimate, the person requesting the transcription shall be responsible for the full cost.

Section 2.4      Other Fees

Fees not otherwise provided for in this Resolution shall be paid by the agent for the petitioners. In addition to the fees provided for in sections 2.0, 2.1, 2.2, and 2.3 of this Resolution, fees shall be paid by the agent for the petitioner for other costs incurred by the Board relating to an annexation petition.

These fees include, but are not limited to, 1) providing for the cost of the official court reporter; 2) all costs incurred in preparing and providing copies of notices and documents to all agents for the petitioner, other parties to the proceeding, the County Engineer, the County Prosecutor or other County officials, including the petition and all papers that accompany the petition; 3) certified resolutions of the Board related to the proceeding; 4) duplicate electronic records of the proceeding; 5) any of the papers on file that constitute the record of the proceeding; 6) materials, postage, paper and other supplies, long distance telephone charges, and other related costs (copies .05 per page).

Section 3.0      Deposit of Fee Revenue

The Clerk of the Board shall deposit all funds received from deposits or fees for processing annexation petitions into the General Fund of the County.

Section 3.1      Payments of Expenses

All expenses incurred in the processing of an annexation petition shall be paid from the General Fund within the County treasury.

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Section 3.2 Maintenance of Records and Final Accounting of Fees Prepaid

The Clerk of the Board shall maintain an accurate and detailed accounting of all funds received and expended in processing each annexation petition filed pursuant to Chapter 709 of the ORC. The Clerk of the Board may issue invoices to the agent for the petitioners whenever it appears that adequate funds are not on deposit to pay expenses in accordance with the deposit and fee schedule contained in this Resolution.

At the conclusion of the annexation proceeding for each petition, the Clerk of the Board shall make a final accounting of expenses incurred in processing the petition and shall render an invoice to the agent for the petitioners if adequate funds have not been received. Approval of the annexation will be contingent upon payment of all fees. In the event the funds received are in excess of the final expenses, the Clerk of the Board shall cause any such excess to be refunded to the agent for the petitioners.

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

**RESOLUTION NO. 04-352**

**IN THE MATTER OF APPROVING A TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS:**

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

<b>Supplemental Appropriation</b>		<b>AMOUNT</b>
40540414-5375	Wilson, Rosso Ditch/Auditor & Treasurer Fees	\$10.00
<b>Transfer of Funds</b>		
<b>From</b>	<b>To</b>	
40640405-5801	50111117-4601	\$71,097.98
Tartan Fields/Transfers	Bond Retirement/Interfund Revenue	
10011102-5801	21911401-4601	\$3,202.48
General Fund/Transfers	Zimmerman Ditch/Interfund Transfer	
10011102-5801	21911401-4601	\$718.43
General Fund/Transfers	Wilson, Rosso, Lowe Ditch/Interfund Transfer	

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

**RESOLUTION NO. 04-353**

**IN THE MATTER OF APPROVING THE DUES AND THE APPOINTMENT OF THE BOARD'S REPRESENTATIVE TO THE CENTRAL OHIO REGIONAL FORUM:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the dues and the following appointment.

Central Ohio Regional Forum (CORF) – Kris Jordan

Further Be It Resolved that the Commissioners Approve a Voucher to MOPRC in the amount of \$1,875.00.

Vote on Motion Mrs. Martin Aye Mr. Jordan 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