

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2010

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

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

RESOLUTION NO. 10-569

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 3, 2010:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 3, 2010; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. Hanks Aye Mr. O'Brien Aye

PUBLIC COMMENT

RESOLUTION NO. 10-570

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0505, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0505:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0505, memo transfers in batch numbers MTAPR0505 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO Decrease			
Bair Foundation	Residential Treatment	22511607-5342	\$ 10,000.00
Fairfield Academy	Residential Treatment	22511607-5342	\$ 1,000.00
PO' Increase			
House of New Hope	Residential Treatment	22511607-5342	\$ 4,000.00
LHS	Residential Treatment	22511607-5342	\$ 200.00
Foundations for Living	Residential Treatment	22511607-5342	\$12,105.00
Advantage	Residential Treatment	22511607-5342	\$ 19,000.00
Tri-State	Residential Treatment	22511607-5342	\$ 25,000.00
Village Network	Residential Treatment	22511607-5342	\$ 31,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Line Amount</u>	<u>Line Number</u>
R1004167	HILLS BLACKTOP INC	SEAL COAT 149 N SANDUSKY	40111402 - 5301	\$1,875.00	0001
R1004167	HILLS BLACKTOP INC	DRAIN REPAIR 149 N SANDUSKY	40111402 - 5301	\$3,350.00	0002
R1004167	HILLS BLACKTOP INC	SEAL COAT FACILITIES	40111402 - 5301	\$2,760.00	0003
R1004170	MAXIMUS INC	COST ALLOCATION	10011102 - 5301	\$10,900.00	0001
R1004189	JFS CHILD CARE	DAY CARE	22511607-5348	\$10,000.00	0001
R1004187	SOUND COMMUNICATIONS RECORDING	DIGITAL	41411435-5450	\$17,366.59	0001

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 10-571

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2010**

IN THE MATTER OF AWARDING THE BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS AND UNITED MAIL LLC FOR REAL ESTATE PROPERTY TAX BILL PRINTING, PROCESSING, AND HANDLING SERVICES :

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

WHEREAS, on April 8, 2010, the Delaware County Board of County Commissioners ("Board") approved Resolution 10-447 approving a Request for Bids (RFB) for Real Estate Property Tax Bill Printing, Processing, and Handling; and,

WHEREAS, the RFB was let and in response the County Treasurer ("Treasurer") received three (3) bids; and,

WHEREAS, the bids were publicly opened and read aloud on May 3, 2010 at 10:00 am in the Commissioner's Meeting Room; and,

WHEREAS, the Treasurer has reviewed the bids and has determined that the lowest and best bid was submitted by United Mail LLC; and,

WHEREAS, the Treasurer recommends approval of award of the contract be made to United Mail LLC; and,

WHEREAS, the Treasurer recommends approval of the contract between the Delaware County Commissioners and United Mail LLC For Real Estate Property Tax Bill Printing, Processing, and Handling.

NOW THEREFORE BE IT RESOLVED, as follows:

- 1) The Board accepts the Treasurer's recommendation and approves the award of the contract to United Mail LLC.
- 2) The Board approves the following contract between the Board and United Mail LLC For Real Estate Property Tax Bill Printing, Processing, and Handling.

**CONTRACT FOR REAL ESTATE PROPERTY TAX BILL
PRINTING, PROCESSING, AND HANDLING SERVICES**

This Contract (hereinafter "Contract") is executed this 6th day of May, 2010, by and between the Delaware County Treasurer, Delaware County, Ohio (hereinafter "Treasurer"), whose principal place of business is located at 140 North Sandusky Street, 1st Floor, Delaware, Ohio 43015, the Board of Delaware County Commissioners, Delaware County, Ohio, (hereinafter "Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015 and United Mail LLC, [X_ corporation, ___ partnership or ___ individual] (hereinafter referred to as the "Contractor"), whose principal place of business is located at: 1221 Harrison Avenue, Cincinnati, Ohio 45214-1719. (hereinafter individually "Party" and collectively "Parties.")

WHEREFORE: the Board approved Resolution No. 10-571 on the 6th day of May, 2010 (hereinafter "Resolution"); and,

WHEREFORE: the Resolution approved the execution of this Contract by the Board.

NOW THEREFORE, for good and valuable consideration and the mutual covenants and promises contained herein, the Parties agree as set forth below:

PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the Contractor shall provide real estate property tax bill printing, processing, and handling services in accordance with all the terms, conditions, and provisions of the following (hereinafter collectively "Contract Documents"):

1. Legal Notice,
2. Request for Bids (RFB) by the Board and the Treasurer for Real Estate Property Tax Bill Printing, Processing, and Handling Services,
3. Contractor's Bid,
4. All documents and forms completed by the Contractor in accordance with the RFB and/or in submitting a bid.

TERM:

The term of the Contract for will be two (2) years beginning on June 1, 2010 and continuing through and until May 31, 2012.

SCOPE OF SERVICES:

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2010**

The Contractor shall provide real estate property tax bill printing, processing, and handling services on a semi-annual basis for all real estate property tax parcels in Delaware County, Ohio (approximately 80,000) for a fixed cost in accordance with the Contract Documents and the following specifications:

A. Custom Forms and Envelopes

1. The Contractor will provide preprinted custom tax bill forms and preprinted custom envelopes. Sample forms and envelopes will be provided by the Treasurer's office upon request.
2. The custom tax bill form contains logo, custom color, and front and backer text.
3. The #10 outgoing window envelope contains logo, return address, custom color, and text.
4. The #9 return envelopes contains logo, return address and custom color.
5. The 9"x12" outgoing window envelope contains logo, return address, and text.
6. The County Treasurer must receive a proof of each custom form for his approval.

B. Mailing Information

1. The Contractor will provide mailing hygiene by comparing the mailing information from the data file provided by the Treasurer to the latest mailing information provided by the United States Postal Service.
 - a. Prior to mailing tax bills, the Contractor will update the mailing information on the applicable real estate property tax bills based on the data comparison.
 - b. Prior to mailing, the Contractor will provide an electronic report of mailing addresses that were updated to the Treasurer.

C. Printing

1. First Half Billing – The Treasurer will provide one data file for real estate property tax bills. The Contractor will print information from the data file onto the preprinted custom real estate property tax bills. High quality digital or laser printing is required.
2. Second Half Billing – The Treasurer will provide one data file for real estate property tax bills. The Contractor will print information from the data file onto the preprinted custom real estate property tax bills. High quality digital or laser printing is required.
3. The remittance stub portion of the real estate property tax bill must contain an OCR line. Standard for the OCR line will be provided by the Treasurer's office.
4. The remittance stub portion of the real estate property tax bill must contain a barcode. Standard for the OCR line will be provided by the Treasurer's office.
5. The Contractor will print custom messages provided by the Treasurer.
6. Data sections printed from files onto the real estate property tax bills must be able to grow or shrink according to varying sizes of information provided for each parcel number.

D. Tax Bill Handling

1. The Contractor will sort and deliver real estate property tax bills by treasurer code and deliver requested codes to the Treasurer. These tax bills require special handling.
2. The Contractor will fold and insert the real estate property tax bills with return envelopes.
3. The Contractor will deliver the real estate property tax bills to the post office with the exception of the special handling.

E. Process

1. The Treasurer will submit test data files to the Contractor via secure FTP site. The file layouts, mapping, and CSV formats will be provided by the Treasurer.
2. The Contractor will provide an electronic file of real estate property tax bill proofs for review, barcode testing, and OCR line testing.
3. Once initial proofs are approved by the Treasurer, the final data file will be sent to the Contractor via secure FTP site. The file layouts, mapping, and CSV formats will be provided.
4. The Contractor will provide final real estate property tax bill proofs for review, barcode testing, and OCR line testing.
5. The Services Provider will balance its tax data file load totals to the tax data file totals provided by the Treasurer's office.
6. Once the final proofs are approved by the Treasurer and the tax data file totals are verified, run dates will be established by agreement of both parties.
7. The Contractor will provide a searchable electronic file containing all real estate property tax bills and informational sheets produced for that billing cycle.
8. Once the Treasurer has established due dates, the Contractor must provide deadlines for format and data changes, testing, and submission of production files.

F. Postage

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2010**

1. The Contractor will presort data for barcode postage rates.
2. The Contractor will invoice the Board of County Commissioners separately for postage. Postage will be charged at actual cost and lowest discounted rate.

G. Anticipated Mailing Timeframe:

1. Real estate property taxes are due on February 10th and July 10th of each calendar year. The County Treasurer is responsible for mailing these bills twenty days prior to the established due dates.
2. The anticipated mailing timeframe for first half real estate property tax bills is early January, and early June for second half real estate property tax bills.

COMPENSATION:

For and in consideration of the Contractor providing real estate property tax bill printing, processing, and handling services on a semi-annual basis for all real estate property tax parcels in Delaware County, Ohio (approximately 80,000), the Board agrees to compensate the Contractor at the total fixed cost per unit of:

\$ (See Chart – Attached Exhibit A)

(Fill in amount in numbers.)

(See Chart – Attached Exhibit A)

(Fill in amount in words.)

(Copy of exhibit available in the Treasurer's office until no longer of administrative services).

DAMAGES IN THE EVENT OF BREACH:

In the event that the Contractor fails to fully meet and perform all the obligations imposed and required as part of this Contract, the Contractor shall pay damages to the County as compensation for such failure. Such damages shall be as provided in the RFB.

INSURANCE AND INDEMNIFICATION:

The Contractor hereby agrees to indemnify and hold free and harmless the Board, the Treasurer, Delaware County, Ohio and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives as provided in the RFB. The Contractor also agrees to carry such insurance as required by the RFB.

INCORPORATION OF THE CONTRACT DOCUMENTS AND RESOLUTION:

The Contract Documents and Resolution in their entirety and all terms, provisions, and conditions contained therein are by this reference hereby expressly understood and accepted by the Parties and are in their entirety incorporated into and made a part of this Contract.

IN WITNESS WHEREOF, the Parties, by and through their respective and proper officers, have on behalf of themselves or those whom they represent, signed this Contract of their own free and voluntary will and agree to the Parties being bound thereby.

Vote on Motion: Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 10-572

**IN THE MATTER OF APPROVING AN AGREEMENT BY AND BETWEEN THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION AND THE DELAWARE COUNTY BOARD OF
COMMISSIONERS FOR A PROJECT THAT IS PART OF THE O'BRIEN #440 WATERSHED DRAINAGE
IMPROVEMENT PETITION PROJECT:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

AGREEMENT

This Agreement is made by and between the **State of Ohio, Department of Transportation** (hereinafter referred to as the "STATE"), 1980 W. Broad Street, Columbus, Ohio 43223, and the **Delaware County Board of Commissioners**, (hereinafter referred to as the "COUNTY"), 101 North Sandusky Street, Delaware, OH 43015.

1. **PURPOSE**

Section 5501.03(A)(3) of the Ohio Revised Code provides that the Director of Transportation may coordinate the activities of the Department of Transportation with other appropriate public authorities

**COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2010**

and enter into contracts with such authorities as necessary to carry out its duties, powers and functions.

Section 6131.02 of the Ohio Revised Code provides that the COUNTY may construct ditch improvements.

The STATE and COUNTY agree that it is in the interest of public safety and a benefit to the state highway system that the O'Brien #440 Watershed Drainage Improvement Petition Project be pursued.

In a letter dated December 7, 2007, from ODOT District Deputy Director Thomas Wester requested to amend the petition to make additional improvements to the O'Brien #440 Watershed. These improvements include pipe installation to prevent flooding on SR-521 under the CSX Railroad bridge.

The STATE has programmed a Project called DEL-521-3.100, PID 83284, for the additional improvements requested and the COUNTY has agreed to administer the construction of the Project as part of the O'Brien #440 Watershed Drainage Improvement Petition Project.

The purpose of this agreement is to set forth the terms and conditions for the payment of expenses to the COUNTY for the Project and the responsibilities of the parties.

NOW, THEREFORE, in consideration of the premises and the performance of the mutual covenants hereinafter set forth, and in anticipation of receipt of any and all requisite approvals, it is agreed by the parties hereto as follows:

2. SCOPE OF WORK FOR PAYMENT TO COUNTY

The Project shall consist of placement of 5400' of 48" polyethylene pipe from the SR-521 railroad overpass southeast to an existing outlet approximately 300' south of Bowtown Road.

3. OBLIGATIONS OF THE COUNTY

The COUNTY agrees to furnish, at no cost to the STATE, a complete set of the Plans and Specifications for the Project.

The COUNTY agrees to award the contract for the construction of the Project and manage all construction activities including inspection, supervision and testing.

The COUNTY agrees to provide the STATE with copies of detailed pay estimates to the contractor, within sixty days of the COUNTY's receipt thereof.

The COUNTY agrees to return unused STATE funds within thirty days after final completion of the work on the Project and the approval thereof by the Delaware County Engineer.

4. OBLIGATIONS OF THE STATE

The STATE agrees to provide payment of the \$514,333.78 by May 12, 2010.

The STATE reserves the right to inspect work, review invoices, and review change orders.

It is understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to Section 126.07 have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate State agencies, and, if necessary, such expenditure of funds is approved by the Controlling Board of the State of Ohio.

5. GENERAL PROVISIONS

This Agreement shall commence on the date of execution of the agreement and end on June 30, 2011. At that time, the STATE may renew this Agreement on the same terms and conditions for as many successive terms as necessary to complete the Project, by giving written notice to the COUNTY, provided that all successive terms shall not extend beyond the end of the STATE's biennium.

This Agreement constitutes the entire agreement between the parties. Any change to the provisions of this agreement must be made by written amendment executed by both parties.

This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of the Agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2010

action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

All notices to be given under this Agreement shall be to:

Anthony Turowski	Chris Bauserman, P.E., P.S.
ODOT District Six	Delaware County Engineer
400 E. William Street	50 Channing Street
Delaware, OH 43015	Delaware, OH 43015
740-833-8186	740-833-2400

Neither this contract nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

Nothing contained herein shall supersede the County or State obligations as outlined within Ohio Revised Code Chapter 6131.

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principals behalf.

Vote On Motion Mr. Hanks Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 10-573

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE HAYES BUILDING EXPANSION:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Transfer of Appropriation

From	To	
41411435-5410	41411435-5260	
Hayes Expansion/Improvements	Hayes Expansion/Inventoried Tools	\$25,000.00

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

COMMISSIONERS' COMMITTEES REPORTS

(Refer To Cd Minutes For Entire Record)

Commissioner O'Brien

-Reminder; 4:00pm Today Is The Joint 4 County COYC Board Meeting; (12 Commissioners Meeting)

Commissioner Hanks

-Fitness Walk Reminder

-Meeting With Shawnee Hills On City Of Columbus Owned Land And Neighbors

-Special Needs Registry

-City Of Columbus Bonds For Dam Project

Commissioner Thompson

-Worked The Polls On Election Day At Genoa Church

RESOLUTION NO. 10-574

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn the meeting.

Vote On Motion Mr. Hanks Aye Mr. O'Brien Aye Mr. Thompson Aye

Todd Hanks

Ken O'Brien

Tommy Thompson

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 6, 2010

Letha George, Clerk to the Commissioners