

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 22, 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

- 8:30 AM Executive Session**
- 10:00 AM Bid Opening Date And Time For The Project Known As The Road Side-Mowing Program (50 Channing Street)**
- 10:00 AM Bid Opening Date And Time For Carpet Cleaning Services For The Delaware County**
- 10:30 AM Bid Opening Date And Time For Landscape And Lawn Care Services For The Delaware County Rutherford B. Hayes Services Building**

RESOLUTION NO. 04-360

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 Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 8:30AM.

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

RESOLUTION NO. 04-361

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn out of Executive Session at 8:45AM.

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

PUBLIC COMMENT

RESOLUTION NO. 04-362

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 18, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held March 18, 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. 04-363

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0319:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0319 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
RCC Consultants Inc.	Professional Services	40211408-5301	\$ 50,000.00
McDaniels Construction Corp, Inc.	Shawnee Hills Rd Improvements	23011710-5365	\$ 30,000.00
McDaniels Construction Corp, Inc.	Shawnee Hills Rd Improvements	23111709-5365	\$ 31,000.00
Increases			
Lifeway For Youth	Residential Treatment	22511607-5342	\$ 12,000.00
Vouchers			
Prudential Group Life & Disability	Jan 04 Premiums	60211902-5370	\$ 5,274.01
Prudential Group Life & Disability	Feb 04 Premiums	60211902-5370	\$ 5,305.69
Ben Bro Enterprises Inc.	Bldg/Land Rental/Comm/April	10011105-533533502	\$ 14,625.00
AEP	Elect Service/Scioto Reserve	66011913-5338	\$ 5,709.29
City of Dublin	Reimbursement for Sewer Chgs	65211905-5319	\$ 19,754.91

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AEP	Serv/140 N. Sandusky St.	10011105-533833802	\$	11,428.37
CCAO SC	Natural Gas /Jan-Feb 04/CC	10011105-533833810	\$	19,388.00
Kindercare Hard Road	Day Care	22411606-5348	\$	5,743.00
Presbyterian Child Welfare	Residential Treatment	22511607-5342	\$	27,840.00

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

RESOLUTION NO. 04-364

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Facilities Department is requesting that Jon Melvin and Jack Prim attend a Facilities Managers Association Meeting at the Erie County Services Center March 24, 2004, at the cost of \$27.00.

The Engineer's Office is requesting that Les Clark, Elmer Graham, Brandon Ormeroid, Mike Forman, Scott Powell, and Roy Brenner attend a Chain Saw Level 1 Training in Nelsonville, Ohio April 23, 2004, at the cost of \$900.00.

The Department of Job and Family Services is requesting that Julie Mays attend a JFSHRA/FMLA Meeting in Delaware, Ohio, at the cost of \$25.00.

The Department of Job and Family Services is requesting that Collen Miller attend a WIA Training in Columbus, Ohio March 23, 2004, at no cost.

The Department of Job and Family Services is requesting that Rhonda Leasure, Tracey Merrin, Chad Richardson and Sharon Lloyd attend WIA Training April 13, 2004, at no cost.

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

RESOLUTION NO. 04-365

IN THE MATTER OF APPROVING A NEW FUND AND SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF'S OFFICE:

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

New Fund		AMOUNT
29031318	Concealed Handgun Fund	
Supplemental Appropriation		
29031318-5450	Concealed Handgun/Equipment	\$ 8,200.00
29031318-5380	Concealed Handgun/Safety & Security Services	\$ 35,000.00
29031318-5313	Concealed Handgun/Printing	\$ 3,800.00
29031318-5238	Concealed Handgun/Safety & Security Supplies	\$ 15,000.00
29031318-5850	Concealed Handgun/Transfers Advance	\$ 20,000.00
10011102-5850	General Fund/Transfer Advance	\$ 20,000.00

Transfer of Funds

From	To	
10011102-5850	29031318-4650	\$ 20,000.00
Genreal Fund/Transfers Advance	Concealed Handgun/Interfund Revenue	

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

RESOLUTION NO. 04-366

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR ROAD DITCH SETBACK FOR KINGSBURY ROAD:

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

Road Ditch Setback for Kingsbury Road

**SUBDIVIDER'S AGREEMENT
FOR**

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DRAINAGE IMPROVEMENTS

THIS AGREEMENT made and entered into this 22nd day of March 2004, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **VISTA LAND DEVELOPMENT**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled “**Road Ditch Setback for Kingsbury Road**” which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **EIGHT THOUSAND FOUR HUNDRED THIRTY FIVE DOLLARS (\$8,435)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current “**Delaware County Engineering and Surveying Standards for Subdivision Development**” and the current “**Subdivision Regulations of Delaware County, Ohio**”.
4. The **SUBDIVIDER** shall deposit **ONE THOUSAND DOLLARS (\$1,000.00)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2004**.
8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and “**Traffic Control for Construction and Maintenance**”.
9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
10. If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 04 -367

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
U04031	SBC	Lazelle Road/Arnold Place	Directional bore/place cable
U04032	SBC	Maxtown Road	Place conduit
U04034	American Electric Power	Cheshire Road	Relocate line

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

RESOLUTION NO. 04-368

IN THE MATTER OF APPROVING THE CONTRACT WITH WEC ENGINEERS OF OHIO, INC. FOR THE CONCORD ROAD DRAINAGE IMPROVEMENTS PROJECT:

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

CONTRACT

AGREEMENT, made and entered into this 22nd day of March 2004 by and between the **Delaware County**

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Commissioners, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **WEC Engineers of Ohio, Inc.**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of a lump sum fee amount of **\$94,233.00**, (\$89,117.00 base engineering plus \$5,116.00 in "if authorized" tasks) based on a Proposal for Engineering Services dated February 13, 2004, and Cost Proposal date March 3, 2004, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional design services including preparation of construction contract plans and related engineering services as specified in the Proposal submitted by the **SECOND PARTY** for the project know as **Concord Road Drainage Improvements Project**, Delaware County, Ohio. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the Delaware County Engineer.

SAID SECOND PARTY further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards applicable to this work, and under the direction of the Delaware County Engineer. Work is to be completed on or before September 1, 2004.

THE SECOND PARTY hereby agrees to hold **Delaware County** free and harmless from any and all claims for loss, damages, injury, liability, costs, expenses, judgments or decrees, resulting from any negligent acts or omissions of the **SECOND PARTY**, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing polices of the insurance.

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

RESOLUTION NO. 04-369

SETTING BID OPENING DATE AND TIME FOR FURNISHING ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO COMPLETE THE PROJECT KNOWN AS THE 2004 ROAD IMPROVEMENT PROGRAM:

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

**PUBLIC NOTICE
INVITATION TO BID**

Sealed proposals will be received at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. local time on Monday, April 12, 2004** for furnishing all labor, materials and equipment necessary to complete the project known as the **2004 Road Improvement Program** and, at said time and place, publicly opened and read aloud. Contract documents, bid sheets, plans and specifications can be obtained at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015**. This project provides for reclamations, pavement repairs, widening and/or overlaying, and pavement markings for all and portions of County and Township Roads.

Each bidder is required to furnish with its **Proposal** a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each **Proposal** must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owners intend and require that this project be completed no later than **July 16, 2004**.

Bidders must comply with the **Prevailing Wage Rates on Public Improvements in Delaware County** as determined by the Ohio Department of Industrial Relations.

The Delaware County Commissioners reserve the right to waive irregularities and to reject any or all bids.

Cost Estimate: \$1,377,900.00

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

RESOLUTION NO. 04-370

IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT, FOR THE TUSSIC ROAD PROJECT, BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND JOHN W. AND MARY M. ROHAL, HUSBAND AND WIFE:

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

AGREEMENT

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THIS AGREEMENT made at Delaware, Ohio, this 22ND day of March 2004, by and between JOHN W. AND MARY M. ROHAL, HUSBAND AND WIFE, SELLER and the Delaware County Commissioners, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer's Office)

The purchase of said road right of way is Three Thousand One Hundred Fifty One Dollars (\$3,151.00), plus Four Thousand Eight Hundred Sixty Five Dollars (\$4,865.00) for improvements and Four Hundred Seventy Dollars (\$470.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

Further Be It Resolved, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$8,486.00 to John W. and Mary M. Rohal, Husband and Wife.

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

RESOLUTION NO. 04-371

IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT, FOR THE TUSSIC ROAD PROJECT, BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND JESSE T. AND JOAN E. MCLEOD, HUSBAND AND WIFE:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 22ND day of March 2004, by and between JESSE T. AND JOAN E. MCLEOD, HUSBAND AND WIFE, SELLER and the Delaware County Commissioners, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer's Office)

The purchase of said road right of way is Seven Thousand Four Hundred Sixty Nine Dollars (\$7,469.00), plus Ten Thousand Seven Hundred Dollars (\$10,700.00) for improvements and Six Hundred Fifty Four Dollars (\$654.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

Further Be It Resolved, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$18,823.00 to Jesse T. and Joan E. McLeod, Husband and Wife.

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

RESOLUTION NO. 04 -372

IN THE MATTER OF ACCEPTING THE BID SUBMITTED BY KRAIG WAGGONER AND AUTHORIZING THE SIGNING OF THE CASH LEASE FOR THE DELAWARE COUNTY TRANSFER STATION FARMLAND:

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

WHEREAS, Delaware County received six (6) bids for the cash lease of the farmland located at the Delaware County Transfer Station on March 15, 2004 at 10:00am. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Kraig Waggoner has been determined to be the highest and best bid.;

NOW THEREFORE BE IT RESOLVED, that The Board of Commissioners of Delaware County, State of Ohio, approves and accepts the bid submitted by Kraig Waggoner and authorizes signing the cash lease for the Delaware County Transfer Station Farmland.

CASH LEASE

SECTION I. DATE, PARTIES TO LEASE, AND DESCRIPTION OF PROPERTY

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1. This lease is made this 22nd day of March 2004 by and between the Board of Commissioners for Delaware County, Ohio, landlord, and Kraig Waggoner, tenant.
2. The landlord, in consideration of the hereinafter-described agreements made by the tenant, does hereby lease to the tenant to farm and use for only agriculture purposes the following described real estate situated in the Delaware County, Ohio: 51.0 acres located in Section(s) 4, Township 5, Range 19 of Delaware Township and further described as Cropland of Transfer Station Farm, except for the following reservations: Buildings, Pasture Land and Woodlands, if any.

SECTION II. LENGTH OF LEASE

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for the 2004 crop year beginning on the 15th day of April, 2004, at 12:00 p.m. (noon) and ending on December 31, 2004, or thirty days after the crops are removed, which ever comes first.

Said lease is thereafter renewable for two (2) additional crop years. To renew, the tenant must provide the landlord a written notice of intent to renew on or before the fifteenth day of December 2004 (for the 2005 crop year) and on or before the fifteenth day of December 2005 (for the 2006 crop year). Any renewal period pursued by the tenant will be subject to the same terms and conditions of the original lease period.

The landlord reserves the right not to renew the lease and must do so in writing to the tenant by December 20, 2004 and/or 2005.

SECTION III. PAYMENT OF RENT

For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, a rent of \$5,151.00, being computed at \$101.00 per tillable acre, per the sealed bid opened March 15, 2004.

One half of this rent shall be due and payable at the Delaware County Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio 43015 on or before April 30, 2004; the remaining one-half of the rent is due and payable on or before November 1, 2004 for the crop year. Rent for any renewal period will be due in the same manner for the year the lease is renewed.

Failure to pay rent on time will automatically result in non-renewal of lease.

SECTION IV. LANDLORD CONTRIBUTION

1. The landlord will furnish the above-described real estate.
2. The landlord will maintain recommended lime levels on land.

SECTION V. TENANT'S CONTRIBUTION AND CARE OF PROPERTY

The tenant agrees to farm the land in a farm-like manner and exercise modern soil conservation techniques.

Tenant also shall keep the demised premises, including buildings, fences, and other improvements, and the approaches to and appurtenances of the farm in as good repair and condition as when received, and in as good repair and condition as they may be put during the term of this lease agreement, ordinary wear and tear excepted.

Tenant shall not commit waste on, or damage to, the demised premises, and will use due care to prevent others from so doing. Tenant shall also not commit a nuisance on the demised premises, or permit others to do so; nor shall tenant use the demised premises for any unlawful purpose, or allow any other person to do so.

SECTION VI. SYSTEM OF FARMING AND SOIL MAINTENANCE

The tenant shall farm the property, provided that the tenant does not do any of the following: plow identified surface drainage courses, cut straw on fields planted to wheat or oats after harvest, use any herbicides, pesticides, and/or use fertilizers that have any residual carry-over. Straw cut during harvest may be removed from fields.

The tenant shall not use the property that is subject of this lease for the pasturing of livestock.

This lease does not include the use of any building or utilities on the property.

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SECTION VII. RIGHT OF ENTRY

The landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the tenant as provided in this lease.

SECTION VIII. BINDING EFFECT

The terms, covenants, and conditions contained in this lease agreement shall (subject to the provisions with respect to assignment and subletting) apply to and bind the heirs, successors, executors, administrators, and assigns of the parties. All such parties, including landlord and tenant, shall be jointly and severally liable under the lease agreement's terms, covenants, and conditions.

SECTION IX. YIELDING POSSESSION AT END OF LEASE

The tenant agrees that at the expiration of this lease he will yield possession of the property to the landlord without further notice and that it will be in as good order and condition as when the same was entered by the tenant, loss by fire, or other unavoidable casualty and ordinary wear and tear expected.

SECTION X. ASSIGNMENT

Tenant shall not assign this lease, or any interest in this lease, nor sublet the demised premises, or any part of the demised premises, without landlord's prior, express, and written consent. Tenant also shall not permit, without the prior written consent of landlord, the demised premises, or any part of the demised premises, to be occupied or possessed by any other person or persons other than tenant's agents and employees.

It is expressly provided that no right or interest of tenant in and to this lease agreement shall be assignable by operation of law without the approval and consent of the landlord first obtained in writing. Landlord shall have the right to terminate this lease agreement on any unauthorized assignment or sublease, and declare this lease agreement void and of no further force or effect.

SECTION XII. LANDLORD'S REMEDIES ON DEFAULT BY TENANT

Tenant agrees that in the event he should be in default of the performance of any of the terms, covenants, or conditions of this lease agreement, or have otherwise breached this lease agreement, landlord may in addition to every remedy now or hereafter available at law or in equity have the rights and remedies set forth in this lease agreement, which shall be deemed cumulative and not exclusive of those available at law or in equity.

Upon default by tenant, the landlord also may:

- (a) immediately reenter the demised premises;
- (b) own and possess all crops both harvested and unharvested, remove all property and persons from the demised premises and store in a public warehouse at tenant's expense all property so removed;
- (c) terminate this lease agreement, or, without terminating it, relet the demised premises or any part of the demised premises, on such terms and conditions, and at such rental as to landlord may seem advisable;
- (d) at tenant's expense, put the demised premises in good condition and repair; and
- (e) on any reletting of the premises, landlord may elect to hold tenant immediately liable for the expenses of reletting, altering, and repairing the demised premises.

SECTION XIII. GOVERNING LAW

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of Ohio.

SECTION XIV. ENTIRE AGREEMENT

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding on either party except to the extent incorporated in this lease agreement.

SECTION XV. MODIFICATION OF AGREEMENT

Any modification of this lease agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION XVI. PARAGRAPH HEADINGS

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The titles to the paragraphs of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this lease agreement.

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

RESOLUTION NO. 04-373

IN THE MATTER OF APPROVING A RESOLUTION TO PROVIDE CLINICAL FIELD TRAINING TO PARAMEDIC STUDENTS AT TRI-RIVERS/MARION GENERAL HOSPITAL SCHOOL OF PARAMEDICINE:

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

WHEREAS, the Delaware County Board of Commissioners desire to assist in furthering the education opportunities of students enrolled in approved emergency medical services training programs, and

WHEREAS, the Tri-Rivers/Marion General Hospital in Marion, Ohio has an approved emergency medical training program and has requested an opportunity to work with Delaware County Emergency Medical Services personnel in a real world, supervised environment to provide practical experience to its students;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approves an agreement with Tri-Rivers/Marion General Hospital School of Paramedicine to provide this mutually beneficial service.

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. Jordan Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 04-374

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS, SUPPLEMENTAL APPROPRIATIONS AND A TRANSFER OF FUNDS FOR THE EMERGENCY MANAGEMENT AGENCY:

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

Transfer of Appropriation		AMOUNT
From	To	
21511307-5305 EMA/Training & Development	21511307-5850 EMA/Transfers Advance	\$ 380.45
 Supplemental Appropriation		
21511307-5850	EMA/Transfers Advance	\$ 19,062.00
 Transfer of Funds		
From	To	
21511307-5850 EMA/Transfers Advance	10011102-4650 General Fund/Interfund Revenue	\$ 19,442.45

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

RESOLUTION NO. 04-375

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR JOB AND FAMILY SERVICES:

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

Transfer of Funds		AMOUNT
From	To	
22511607-5801 Childrens Services/Transfers	22411604-4601 JFS Child Protection/Interfund Revenue	\$ 484,868.13

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

RESOLUTION NO. 04-376

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR THE RAVINES

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OF ALUM CREEK:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the sanitary sewer plan for The Ravines of Alum Creek, 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. 04-377

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES:

It was moved by Mr. Jordan, seconded by Mr. Ward to certify the Sanitary Sewer Capacity Charges as follows:

Linda Yaeger-160 South Liberty Street

In the amount of \$2,400.00 with \$902.40 finance charge (pro-rated over a 10 year period) making a total of \$3,302.40 for placement on tax duplicate. (Bi-Annual Payment \$165.12).

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

RESOLUTION NO. 04-378

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS FOR THE ADULT PROBATION/INTENSIVE SUPERVISION PAROLE DAY REPORTING GRANT:

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

Transfer of Funds		AMOUNT
From	To	
25822305-5850	10011102-4650	\$ 18,758.00
Day Report Grant/Transfer Advance	General Fund/Interfund Revenue	

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

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward