

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 7, 2005

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

- Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward
- 1:30 PM Viewing For Consideration Of A Ditch Petition Filed By Eric M. Smith And Others For The Willow Springs North Subdivision Ditch Maintenance Project
- 7:30 PM Public Hearing For Consideration Of The County Of Delaware, Ohio Executing And Delivering A Public Hospital Agencies Agreement In Connection With The Issuance Of Health Care Facilities Revenue Bonds (Willow Brook Christian Village At Delaware Run Project) By The County Of Franklin, Ohio; And Other Documents In Connection With The Issuance Of The Bonds
- 7:45 PM Delaware County’s FY 2005 CDBG And RLF Programs Public Hearing # 1
- 8:00 PM Public Hearing For A Zoning District Change From Farm Residential District (FR-1) To Planned Institutional District (PINS) For A Vacant 48+-Acre Tract Owned By The Grace Baptist Church In Radnor Township

PUBLIC COMMENT

RESOLUTION NO. 05-135

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 3, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held February 3, 2005 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-136

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR027 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR024:

It was moved by Mr. Ward, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR027, memo transfers in batch numbers MTAPR024 and Purchase Orders and Vouchers as listed:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Precision Blasting Inc.	Blasting Consulting Serv/Perry Taggart	65511918-5415	\$ 55,000.00
Patricia Gerhkens	Easement Acquisition	65511918-5401	\$ 29,700.00
Tailored Management	Resource Center	22311611-5348	\$ 20,000.00
Increase			
Buckeye Ranch	Residential Treatment	22511607-5342	\$ 15,000.00
Vouchers			
Buckeye Valley	Day Care	22411610-5348	\$ 6,263.50
Ameritas Group Dental	February Premiums	75010903-5370	\$ 16,361.64
Emetgitech	Maintenance Support	21411306-5325	\$ 40,025.35
DSS Corporation	Maintenance Support	21411306-5325	\$ 7,900.00
Priority Dispatch	Maintenance Support	21411306-5325	\$ 9,940.50
JG Contracting	Milestone payment	41111421-5410	\$ 330,829.00
Presbyterian Child	Residential Treatment	22511607-5342	\$ 6,145.61
Patricia Gerhkens	Easement Acquisition	65511918-5401	\$ 29,700.00

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05 -137

IN THE MATTER OF REMOVING A TRAVEL EXPENSE REQUESTS FROM THE PRESENTED LIST:

It was moved by Mr. Ward, seconded by Mr. Evans to remove the following request from the Travel Expense List:

The Environmental Services Department is requesting that Stacey Reed and Janet Fawcett attend a High Impact Communication Seminar in Columbus, March 23, 2005 at a cost of \$208.00

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Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05 -138

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Julie Mays attend a Human Resource Training in Columbus, Ohio April 6, 2005, at the cost of \$113.00.

The Environmental Services Department is requesting that Rich Felton attend the Water Environment Association Workshop in Columbus, February 28, 2005 at a cost of \$100.00

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-139

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the Tuition Assistance requests as follows :

Jesse Martiner 1 Class Tuition \$3,095.00 Books \$ Included in Tuition

Delaware County will reimburse an employee up to 90% for actual course tuition and required lab fee costs and 50% of the required book costs, not to exceed \$2,500 in total reimbursable expenses annually (review Section 4.0 for specific items). The employee shall provide proof of full payment before reimbursement is processed.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-140

IN THE MATTER OF ADOPTING RESOLUTION OF CONGRATULATIONS TO CASEY SCOTT ROSHON UPON EARNING HIS EAGLE SCOUT AWARD:

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

WHEREAS, Casey Scott Roshon has been a member of Boy Scout Troop # 184; and

WHEREAS, Casey Scott Roshon has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to Casey Scott Roshon on earning the Eagle Scout Award.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates Casey Scott Roshon on attaining Scouting’s highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents, and

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-141

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR MCNAMARA RESERVOIR NUMBER 2:

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

McNamara Reservoir Number 2

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT made and entered into this 7th day of February 2005, by and between the COUNTY OF DELAWARE (acting by and through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and DELCO WATER COMPANY, hereinafter called the SUBDIVIDER, as evidenced by the Plan for “MCNAMARA RESERVOIR NUMBER 2” which was approved by the County Engineer,

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hereinafter called the **PLAN**, is governed by the following considerations, to wit:

- 1. The **SUBDIVIDER** is to perform said work 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** shall deposit **SIX HUNDRED DOLLARS** 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**.
- 4. The **SUBDIVIDER** is to complete all work to the satisfaction of the **COUNTY**.
- 5. 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.
- 6. 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”**.
- 7. 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.
- 8. 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**.
- 9. 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** and as-built plans shall be provided to the Delaware County Engineer as outlined in the Delaware County Standards.
- 10. 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. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05 -142

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

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

Permit #	Applicant	Location	Type of Work
U05020	Consolidated Electric	Rosecrans Road	Set new pole
U05021	Consolidated Electric	Big Run Road	Set new pole
U05023	Suburban Natural Gas	Oaks at Highland Lakes 6	Lay gas mains
U05024	Suburban Natural Gas	Oaks at Highland Lakes 4	Install gas mains

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-143

IN THE MATTER OF APPROVING THE QUARTERLY REPORT FROM THE 2004 RECYCLE OHIO GRANT:

It was moved by Mr. Ward, seconded by Mr. Evans, to approve the quarterly Report from the 2004 Recycle Ohio Grant.

(Copy of report available in the Commissioners office until no longer of Administrative Value).

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-144

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS WOODLAND GLEN SECTION 2:

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

Woodland Glen Section 2 3730 feet of 8 inch sewer 12 manholes

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

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RESOLUTION NO. 05-145

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR ALUM CROSSING SECTION 1; SUMMERWOOD EXTENSION; WINDSONG SUBDIVISION AND RECREATION'S OUTLET:

It was moved by Mr. Evans, seconded by Mr. Ward to accept the following Sanitary Subdivider's Agreements:

Alum Crossing Section 1

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 7th day of February 2005, by and between **Rockford Homes**, as evidenced by the **Alum Crossing Section 1** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$153,400.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **52** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$228,135.44**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$18,000.00**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$70.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

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The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an Affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the SUBDIVIDER 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.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

Summerwood Extension

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 7th day of February 2005, by and between SUMMERWOOD/DELAWARE DEVELOPMENT LLC, SUBDIVIDER, as evidenced by the SUMMERWOOD EXTENSION Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$191,750, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 65 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$332,815) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or

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omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$26,625, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$70.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the SUBDIVIDER 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.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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Windsong Subdivision

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 7th day of February 2005, by and between SOVEREIGN HOMES INC., as evidenced by the WINDSONG Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$32,450, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 11 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$38,000) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$3100, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$70.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

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ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an Affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the SUBDIVIDER 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.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

Recreation's Outlet

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 7th day of February 2005, by and between OMEGA DESIGN/BUILD GROUP LLC, SUBDIVIDER, as evidenced by the RECREATION'S OUTLET Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$17,250) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the

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DELAWARE COUNTY SANITARY ENGINEER the sum of \$1380, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$70.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of -way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the SUBDIVIDER 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.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-146

IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS
FOR ADULT COURT SERVICES :

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

Supplemental Appropriation	Amount\$
10022202-5001	Adult Court Services/Compensation 4,600.00
10022202-5120	Adult Court Services/PERS 623.00
10022202-5102	Adult Court Services/Workers Comp 40.00

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10022202-5131	Adult Court Services/Medicare	67.00
Transfer of Funds		
From	To	
10022202-5801	25822305-4601	25,994.83
Adult Court Services/Transfers	Day Report Grant/Interfund Revenue	
Vote on Motion:	Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye	

RESOLUTION NO. 05-147

A RESOLUTION APPROVING ADDITIONAL FUNDING AND MODIFICATION TO THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST IN FUNDING THE VILLAGE OF ASHLEY DOWNTOWN STREETScape IMPROVEMENTS PROJECT:

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

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

WHEREAS, Delaware County has established a Revolving loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, the CDBG/RLF funds may be utilized to assist various projects designed to meet the needs of the community’s low and moderate-income households and the National Objectives established for the CDBG Program; and

WHEREAS, via Resolution 01-704, the Delaware County Commissioners approved an initial \$119,414 RLF infrastructure grant to the Village of Ashley, Ohio to assist in the construction of Downtown Streetscape Improvements; and

WHEREAS, the Village of Ashley has also received \$251,000 in TEA -21 program funding through the Ohio Department of Transportation in order to partially fund the Ashley Downtown Streetscape Project; and

WHEREAS, via Resolution 02-396 the Village of Ashley was granted an additional \$36,635.00 in County Revolving Loan Fund (RLF) funding to acquire additional right-of-way in the Downtown for proper utility placement, which resulted in total approved RLF funding of \$156,049.00; and

WHEREAS, the Ohio Department of Transportation (ODOT) has subsequently informed the Village of Ashley that the estimated total construction cost for this project has increased to \$763,500; and

WHEREAS, as a result of the estimated construction cost increase, the Village of Ashley is requesting RLF funding for construction purposes in the following amounts: \$119,414 from previously approved construction funding; \$5,969 from previously approved acquisition funding; and \$27,317 in additional RLF funding; for a total of up to \$152,700 (20% of the total estimated construction project cost) in RLF funding allocated in order to complete the Streetscape Project; and

WHEREAS, Mid-Ohio Regional Planning Commission (MORPC) has agreed to fund up to \$359,800 of the total estimated construction cost for Village of Ashley Downtown Streetscape Project.

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 Delaware County Board of Commissioners hereby approves funding of 20% of the total project construction cost of the Ashley Downtown Streetscape through the use of County RLF funds in the amount of up to \$183,366 to the Village of Ashley, resulting the amount up to \$152,700 allocated for construction of associated Village of Ashley Downtown Streetscape improvements and \$30,666 for acquisition of additional right-of-way and associated fees. Per the following project funding table, the estimated cost for construction of the Project is \$763,500 comprised of funding in the amount of up to \$152,700 from the Delaware County RLF, \$251,000 from the Ohio Department of Transportation TEA-21 program and \$359,800 to be provided by MORPC. Said Delaware County RLF grant shall be available for this Project until the established date by which all funds shall be expended.

Sources	Original Funding	Final Funding
Delaware County –RLF	\$119,414- Construction \$ 36,635-Aquisition	\$152,700-Construction \$ 30,666-Acquisition
ODOT	\$251,000-Construction	\$251,000- Construction

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MORPC	\$159,659- Construction	\$359,800-Construction
Ashley	\$14,500- Acquisition	\$12,164-Acquisition
Totals	\$530,073-Construction \$581,208 –Construction & Acquisition	\$763,500-Construction \$806,330 Construction & Acquisition

Section 2. That **December 31, 2005** shall hereby be established, as the date by which all acquisition and construction associated with the Ashley Downtown Streetscape Project must be completed. All requests for payment must be submitted by the Village of Ashley to the Delaware County Department of Economic Development by **January 8, 2006**. All payment processing associated with the Streetscape Project shall be completed and all grant funds shall be expended by **January 31, 2006**. Final inspection and closeout of the Project shall be completed by the Delaware County Department of Economic Development by **February 28, 2006**. If the Ashley Downtown Streetscape project is not completed by this grant completion date, then the Village of Ashley may be required to repay a portion of or all of the RLF infrastructure grant funds expended on the project to the Delaware County Revolving Loan Fund as determined by Delaware County and/or the State of Ohio Department of Development. The Village of Ashley may request an extension of the completion dates noted above, however, any such request must be submitted by **October 1, 2005**, and the Delaware County Board of Commissioners and the State of Ohio Department of Development must approve any such extension.

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

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-148

SETTING DATE AND TIME FOR PUBLIC HEARING # 2 FOR CDBG FY 2004 TO AMEND THE VILLAGE OF SUNBURY PUBLIC UTILITIES PROJECT TO STREET LIGHTING IMPROVEMENTS:

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

Whereas, a second public hearing will be held on **Tuesday, February 22, 2005, at 9:30 AM** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-149

7:30 PM - PUBLIC HEARING FOR CONSIDERATION OF THE COUNTY OF DELAWARE, OHIO EXECUTING AND DELIVERING A PUBLIC HOSPITAL AGENCIES AGREEMENT IN CONNECTION WITH THE ISSUANCE OF HEALTH CARE FACILITIES REVENUE BONDS (WILLOW BROOK CHRISTIAN VILLAGE AT DELAWARE RUN PROJECT) BY THE COUNTY OF FRANKLIN, OHIO; AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS:

It was moved by Mr. Ward, seconded by Mr. Evans to open the hearing at 7:30PM.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-150

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE COUNTY OF DELAWARE, OHIO EXECUTING AND DELIVERING A PUBLIC HOSPITAL AGENCIES AGREEMENT IN CONNECTION WITH THE ISSUANCE OF HEALTH CARE FACILITIES REVENUE BONDS (WILLOW BROOK CHRISTIAN VILLAGE AT DELAWARE RUN PROJECT) BY THE COUNTY OF FRANKLIN, OHIO; AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS:

It was moved by Mr. Ward, seconded by Mr. Evans to close the hearing at 7:35PM.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-151

RESOLUTION AUTHORIZING THE COUNTY OF DELAWARE, OHIO TO EXECUTE AND DELIVER A PUBLIC HOSPITAL AGENCIES AGREEMENT IN CONNECTION WITH THE ISSUANCE OF HEALTH CARE FACILITIES REVENUE BONDS (WILLOW BROOK CHRISTIAN VILLAGE AT DELAWARE RUN PROJECT) BY THE COUNTY OF FRANKLIN, OHIO; AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS:

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

WHEREAS, Willow Brook Christian Village at Delaware Run (the "Corporation"), an Ohio nonprofit corporation, plans to undertake the financing of the acquisition, construction and equipping of "Hospital Facilities" (as that term is defined in Section 140.01, Ohio Revised Code), including without limitation, the acquisition, construction, installation and equipping of a retirement and health care community consisting of 87 independent living units, 52 twin-single homes, an assisted living center and skilled nursing facility all located on a 49 acre site located to the north of the intersection of State Route 36 and Applegate Lane (collectively, the "Project") located within the County of Delaware, Ohio (the "County"), and has represented to the County and Franklin County that it would be more economical and efficient to have Franklin County issue revenue bonds for the Project; and

WHEREAS, Section 140.03, Ohio Revised Code, provides a procedure by which the County and Franklin County may enter into an agreement pursuant to which Franklin County may issue its bonds for projects which constitute Hospital Facilities located in the County; and

WHEREAS, Franklin County proposes to issue its Health Care Facilities Revenue Bonds (Willow Brook Christian Village at Delaware Run Project) (the "Bonds"), in one or more series in an aggregate principal amount estimated not to exceed \$12,000,000 to (a) acquire, construct, install and equip the Project and (b) reimburse the Corporation for capital expenditures it has made with respect to the Project on behalf of the County and Franklin County, and the County and Franklin County plan to enter into such an Agreement (the "Public Hospital Agencies Agreement") in connection with the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Delaware County, Ohio:

SECTION 1. That at least two members of the Board of County Commissioners of the County (the "Board") be and they are hereby authorized and directed to execute and enter into on behalf of the County, a Public Hospital Agencies Agreement with Franklin County to facilitate the issuance of the Bonds for the purpose of financing, acquiring, constructing, equipping and installing additional Hospital Facilities.

SECTION 2. That the Public Hospital Agencies Agreement authorized in Section 1 of this resolution shall be substantially in the form presented to the Board and on file with the Clerk of the Board, and it is hereby determined, based solely on representations of the Corporation, that such Public Hospital Agency Agreement will promote the public purpose stated in Section 140.02 of the Ohio Revised Code, and the County will be duly benefited thereby.

SECTION 3. That the Public Hospital Agencies Agreement will provide that in connection with the issuance of the Bonds the Corporation will enter into a lease agreement and a sublease with the Franklin County for Hospital Facilities located within the County. Franklin County is authorized to execute an indenture with a corporate trustee authorizing and securing the Bonds.

SECTION 4. That at least two members of the Board be and they are hereby authorized and directed to execute and deliver such other certificates, documents and instruments in connection with the issuance and public sale of the Bonds, financing, acquiring and constructing of the Hospital Facilities as may be required, necessary or appropriate, including, without limitation, conveyances of title to real and personal property, and terminations of financing statements and other releases of security interests in property. Such documents including the one specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by the Board, which approval shall be conclusively evidenced by the execution thereof by the members of this Board.

SECTION 5. That this Board, as the "applicable elected representative" of the County for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves the issuance of the Bonds in the maximum principal amount of not to exceed \$12,000,000, the proceeds of which will be used to finance the acquisition, construction, equipping and installation of "hospital facilities" as that term is defined in Chapter 140 of the Ohio Revised Code, including without limitation, the acquisition, construction, installation and equipping of a retirement and health care community consisting of 87 independent living units, 52 twin-single homes, an assisted living center and skilled nursing facility all located on a 49 acre site located to the north of the intersection of State Route 36 and Applegate Lane, Delaware County, Ohio, the initial owner, operator or manager of which will be the Corporation.

SECTION 6. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board any 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, Ohio Revised Code.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

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7:45 PM - IN THE MATTER OF OPENING PUBLIC HEARING # 1 FOR DELAWARE COUNTY’S FY 2005 CDBG AND RLF PROGRAMS:

It was moved by Mr. Ward, seconded by Mr. Evans to open the hearing.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-153

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 1 FOR DELAWARE COUNTY’S FY 2005 CDBG AND RLF PROGRAMS:

It was moved by Mr. Ward, seconded by Mr. Evans to close the hearing.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-154

8:00 PM PUBLIC HEARING FOR A ZONING DISTRICT CHANGE FROM FARM RESIDENTIAL DISTRICT (FR-1) TO PLANNED INSTITUTIONAL DISTRICT (PINS) FOR A VACANT 48-ACRE TRACT OWNED BY THE GRACE BAPTIST CHURCH IN RADNOR TOWNSHIP:

It was moved by Mr. Evans, seconded by Mr. Ward to open the Hearing at 8:10PM.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-155

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR A PUBLIC HEARING FOR A ZONING DISTRICT CHANGE FROM FARM RESIDENTIAL DISTRICT (FR-1) TO PLANNED INSTITUTIONAL DISTRICT (PINS) FOR A VACANT 48-ACRE TRACT OWNED BY THE GRACE BAPTIST CHURCH IN RADNOR TOWNSHIP:

It was moved by Mr. Ward, seconded by Mr. Evans to close the Hearing at 8:25PM.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-156

IN THE MATTER OF GRANTING A REQUEST FOR A REZONING DISTRICT CHANGE OF A 48-ACRE TRACT, OWNED BY THE GRACE BAPTIST CHURCH IN RADNOR TOWNSHIP, FROM FARM RESIDENTIAL DISTRICT (FR-1) TO PLANNED INSTITUTIONAL DISTRICT (PINS) UNDER THE COUNTY ZONING RESOLUTION:

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

WHEREAS, the advertised hearing in this matter was held February 7, 2005 at 8:00PM, and

WHEREAS, all parties were given an opportunity to express their views thereto, and

WHEREAS, the appropriate review and comment by the Delaware County Regional Planning Commission was conditional approval, and

WHEREAS, the Delaware County Rural Zoning Commission has recommended approval of said rezoning.

WHEREAS, the Board of Delaware County Commissioners Grants conditional approval with the understanding that sewer options be resolved before the issuance of building permits.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners, Delaware County, State of Ohio, that the following described property shall be rezoned from Farm Residential District (FR-1) To Planned Institutional District (PINS). For a 48-Acre Tract fronting on the north side of State Route 37 West, approximately one-half mile west of State Route 203. (Parcel number 52041001044000). As part of the development plan, the property will be developed to include a new two story church building that will be used for church services, Sunday school, administration offices, recreation, weddings, funerals, meetings for addiction recovery groups and a Christian day school. The plan also includes the erection of a modular building for storage and future baseball, softball and soccer fields. Owned By The Grace Baptist Church 3180 State Route 37 West, Radnor Township, Delaware, Ohio 43015.

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The Clerk shall send certified copies of this action to the Delaware County Regional Planning Commission, the Delaware County Code Compliance Department and the Delaware County Recorders with a request to change the official maps to reflect this action. This action effective the earliest date allowable by law.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-157

IN THE MATTER OF ESTABLISHING A NEW FUND AND APPROVING TRANSFER OF FUNDS,
APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS FOR THE AUDITOR’S OFFICE:

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

Establish New Fund		
20210108	Bureau of Motor Vehicles	
Supplemental Appropriation		
10011102-5801	Commissioners General/Transfers	100,000.00
Transfer of Funds		
From:	To:	
10011102-5801	20210108-4601	
Commissioners General/Transfers	Bureau of Motor Vehicles/Interfund Revenue	100,000.00
Supplemental Appropriations		
20210108-4201	Bureau of Motor Vehicles/Fees & Charges	91,018.00
20210108-4601	Bureau of Motor Vehicles/Interfund Revenue	100,000.00
20210108-5001	Bureau of Motor Vehicles/Compensation	67,120.00
20210108-5101	Bureau of Motor Vehicles/Hospital Insurance	8,293.00
20210108-5120	Bureau of Motor Vehicles/PERS	9,096.00
20210108-5131	Bureau of Motor Vehicles/Medicare	975.00
20210108-5201	Bureau of Motor Vehicles/Office Supplies	850.00
20210108-5260	Bureau of Motor Vehicles/Inventoried Tools	13,000.00
20210108-5265	Bureau of Motor Vehicles/Office Furniture	10,000.00
20210108-5268	Bureau of Motor Vehicles/Office Improvements	13,000.00
20210108-5284	Bureau of Motor Vehicles/Signs	4,000.00
20210108-5335	Bureau of Motor Vehicles/Rental Services	33,000.00
20210108-5338	Bureau of Motor Vehicles/Utilities	8,500.00
20210108-5330	Bureau of Motor Vehicles/Phone Service	525.00
20210108-5328	Bureau of Motor Vehicles/Maintenance & Repair	600.00
	Bureau of Motor Vehicles/Maintenance Contract	1,000.00
20210108-5313	Bureau of Motor Vehicles/Printing	850.00
20210108-5312	Bureau of Motor Vehicles/Advertising	20,000.00
Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye		

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

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Letha George, Clerk to the Commissioners