

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 28, 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

PUBLIC COMMENT

RESOLUTION NO. 05-350

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 24, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held March 24, 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. 05-351

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0325:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0325, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Longworth Lawncare, LLC	Service for 140 N. Sandusky	10011105-5325	\$ 6,000.00
AWT Services	Village of Ashley	23111709-5365	\$ 87,000.00
Increases			
Maudella Nixon	Board and Care	22511607-5350	\$ 6,259.00
Andrew & Judy Gruenbaum	Board and Care	22511607-5350	\$ 16,127.00
Jody Long	Board and Care	22511607-5350	\$ 4,734.00
Scott & Karen Perkins	Board and Care	22511607-5350	\$ 14,302.00
House of New Hope	Board and Care	22511607-5342	\$ 22,468.74
Vouchers			
Otis Elevator Co.	Service Contract for Hayes.	10011105-5325	\$ 12,795.97
AEP	Monthly Service	10011105-533833802	\$ 10,979.03

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

RESOLUTION NO. 05 -352

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Prosecutor’s Office is requesting that Dave Yost and Candace Garrett attend a 2005 OPAA Spring Training Seminar in Columbus, Ohio April 14-15, 2005, at the cost of \$457.85.

The Prosecutor’s Office is requesting that Marianne Hemmeter attend a Beyond Finding Words Conference in Gulfport, Mississippi September 12-15, 2005, at the cost of \$1,008.18.

The Engineer’s Office is requesting that Doug Riedel attend an ADAAG Reborn Conference in Columbus, Ohio April 12, 2005, at the cost of \$83.00.

The Sheriff’s Office is requesting that Babette Hernandez-Martinez, Kimberly Rivers, Mark Lisath, Doug Turpen, and Rodney Lohr attend a Corrections Academy Training in Huron County, Ohio April 4-26, 2005, at the cost of \$3,220.00.

The Auditor’s Office is requesting that Merrill Sheets and Paul Howard attend a Weights and Measures Technical Conference in Sandusky, Ohio April 19-22, 2005, at the cost of \$680.00.

The Facilities Department is requesting that Jon Melvin attend a Seminar on Biofuels in Lancaster, Ohio April 21, 2005, at the cost of \$45.00.

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

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 28, 2005

RESOLUTION NO. 05-353

SETTING TIME AND DATE FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF
REQUEST TO VACATE 215 FEET (0.148 ACRE) OF RIVER VIEW DRIVE IN CONCORD TOWNSHIP:

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

Whereas, on March 15, 2005 the Delaware County Commissioners received a petition, filed by the Concord Township Trustees requesting to vacate 215 feet (0.148 ACRE) of River View Drive in Concord Township, Ohio. (Dr. and Mrs. Ronald Moomaw are the requesting parties to The Concord Township Trustees and their request was passed by The Township Trustees with Resolution No. 123004-1).

Therefore be it Resolved, the Delaware County Commissioners will on **Monday, April 25, 2005, at 1:30PM** view the proposed vacation.

Further Be It Resolved, on **Monday May 2, 2005, at 7:30PM** a Public Hearing will be held to consider said vacation at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio.

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

RESOLUTION NO. 05-354

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITION FOR OLDEFIELD ESTATES AND
AMENDED DITCH MAINTENANCE PETITION FOR NORTH ORANGE SECTION 1, PHASE 2, PARTS A &
B:

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

Ditch Maintenance Petition- Oldefield Estates

We the undersigned owners of 50.38 acres in Berlin Township, Delaware County, Ohio propose to create a subdivision known as Oldefield Estates as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Oldefield Estates Subdivision.

The cost of the drainage improvements is \$661,931.00 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Seventy-nine (79) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$8,378.87 per lot. An annual maintenance fee equal to 2% of this basis \$167.58 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$13,238.82 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

Ditch Maintenance Petition- North Orange Section 1, Phase 2, Parts A & B

We the undersigned owners of 34.985 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as North Orange Section 1, Phase 2, Part A (18.131 acres) and North Orange Section 1, Phase 2, Part B (16.854 Acres) as evidenced by the attached subdivision plats (Exhibit “A” which is available at the County Engineer’s Office). These plats have been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to these subdivisions have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 28, 2005

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action.

The cost of the drainage improvements is \$167,216.00 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in their development. The Developed commercial area of 25.433 acres will receive benefit (cost) of the project as a per acre basis. The basis for calculating the assessment of each lot is therefore \$6,574.77 per acre. An annual maintenance fee equal to 2% of this basis \$131.50/Acre will be collected for each developed lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for the original petition (filed on December 30, 2003) for all of the lots in the amount of \$1,361.04 has been previously paid to Delaware County. The amended first year’s assessment for all of the lots in the amount of \$3,344.32 has been paid to Delaware County the difference in these amounts (\$1,983.28) has been paid to Delaware County as part of this amended petition.

Easements to provide for the maintenance of the improvements have been provided on the plat.

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

RESOLUTION NO. 05-355

**IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR MCCAMMON ESTATES
SECTION 1 AND EAST ORANGE ROAD IMPROVEMENTS AT MCCAMMON ESTATES SECTION 1:**

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

McCammon Estates Section 1

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 28th day of March, 2005 between **M/I HOMES OF CENTRAL OHIO**, as evidenced by the **MCCAMMON ESTATES SECTION 1** Subdivision Plat to be 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 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 as shown in the Engineer’s Estimate approved 3/11/05, 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 or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method 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 year from the date on which this **AGREEMENT** is executed 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 plans and specifications and shall have the 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.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FORTY-FOUR THOUSAND THREE HUNDRED THIRTY-FIVE DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory. 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**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 28, 2005**

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of **one year**. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, "as built" drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

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 material incident to said construction of improvements.

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the 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 **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereby grants the **SUBDIVIDER** or his agent, the right and privileges to make the improvements stipulated herein.

E. Orange Road Improvements At McCammon Estates Section 1

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made and entered into this 28th day of March 2005 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **MI HOMES OF CENTRAL OHIO**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**E. ORANGE ROAD IMPROVEMENTS AT MCCAMMON ESTATES SECTION 1**" 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 their portion of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **TWO HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED THIRTY-TWO DOLLARS** 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. Inspection fees in the amount of **TWENTY-ONE THOUSAND SEVEN HUNDRED THIRTY DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** will be deposited with 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, 2005**.
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

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 28, 2005

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. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-356

IN THE MATTER OF APPROVING THE RELEASE OF THE MAINTENANCE BOND TO DOMINION HOMES FOR THE ESTATES OF GLEN OAK –OLD STATE ROAD WIDENING:

It was moved by Mr. Ward, seconded by Mr. Evans to release the maintenance bond To Dominion Homes the Developer for Estates of Glen Oak-Old State Road Widening.

Estates of Glen Oak –Old State Road Widening

In July, 2003, your Board entered into an Agreement with Dominion Homes, the developers for the above referenced project. As this project has been completed to the satisfaction of this office, The Engineer request approval to return the Bond posted as construction surety to the developers and that they be released from their obligations to the project.

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

RESOLUTION NO. 05 -357

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

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

Permit #	Applicant	Location	Type of Work
U05058	Columbia Gas	Tussic Street Road	Relocate gas main
U05059	American Electric Power	Old State Road	Relocate pole & line
U05060	Verizon	Old State Road	Relocate cable
U05061	American Electric Power	Lewis Center Road	Move poles
U05064	SBC	E. Powell Road	Place pole

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

RESOLUTION NO. 05-358

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER KAREN BUMPUS :

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Adjustment to Basic Rates
Karen Bumpus 6161 Lock Road Centerburg, Ohio 43011	Infant Toddler Preschool Schoolage	\$1.65 \$1.65 \$1.50 \$1.50	None

(A Copy of each of these contacts is available in the Commissioners’ Office until no longer of Administrative Value).

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

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 28, 2005

RESOLUTION NO. 05-359

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND THE PRESBYTERIAN CHILD WELFARE AGENCY:

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

AMENDMENT TO CONTRACT
For
Child Placement and Related Services
AMENDMENT NO. 1

This Amendment, effective March 9, 2005, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Presbyterian Child Welfare Agency, entered into on the first day of July, 2004.

- I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$500,000.00 to \$527,500.00.

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

RESOLUTION NO. 05-360

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS WILLOW BEND SECTION 3:

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

Willow Bend Section 3 2,495 feet of 8-inch sewer 11 manholes

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

RESOLUTION NO. 05-361

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR TRADITIONS OF POWELL AND TARTAN FIELDS PHASE 20:

It was moved by Mr. Ward, seconded by Mr. Evans to approve sanitary sewer plans For Traditions Of Powell And Tartan Fields Phase 20 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 05-362

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR PARK PLACE VILLAGE PHASE 2:

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

Park Place Village Phase 2

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 28th day of March 2005, by and between BOB WEBB VENTURES SUBDIVIDER, as evidenced by the PARK PLACE VILLAGE PHASE 2 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 (\$94,708.90) 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,

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 28, 2005**

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 DELAWARE COUNTY SANITARY ENGINEER the sum of \$11,360.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. 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 \$75.00
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

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 28, 2005

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. 05-363

IN THE MATTER OF APPROVING A TOWER SITE LICENSE AGREEMENT WITH THE CITY OF COLUMBUS FOR THE COUNTYWIDE EMERGENCY COMMUNICATIONS SYSTEM:

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

This Agreement made and concluded this 28th day of March, 2005 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware County, Ohio, hereafter “User” and the City of Columbus, Ohio, Department of Public Safety, Division of Support Services (Licensor) having an address of 220 Greenlawn Avenue, Columbus, Ohio 43223.

WHEREAS, the County is constructing a Countywide 800 MHz Radio system and the Township Law Enforcement and Fire Departments are part of that system; and

WHEREAS, both parties agree that it would be mutually beneficial to work together to ensure adequate radio coverage for public safety forces within all areas of Delaware County; and

WHEREAS, the Licensor has agreed to a tower site license for placement of the User’s equipment on an existing tower located at 442 Lazelle Road, Columbus, Ohio, 43015.

NOW, THEREFORE, for and in cooperation between the User and the Licensor, the parties agree to the following:

TOWER SITE LICENSEBETWEEN
THE CITY OF COLUMBUS OHIO
AND THE COUNTY OF DELAWARE OHIO
DELAWARE COUNTY BOARD OF COMMISSIONERS

This license is between THE CITY OF COLUMBUS OHIO, DEPARTMENT OF PUBLIC SAFETY, DIVISION OF SUPPORT SERVICES (“Licensor”), having an address of 220 Greenlawn Avenue, Columbus, Ohio 43223, and THE COUNTY OF DELAWARE OHIO, DELAWARE COUNTY BOARD OF COMMISSIONERS (“User”), having an address of 101 North Sandusky Street, Delaware, Ohio 43015.

BACKGROUND

The City of Columbus, through “Urban Assistance Security Initiative” (UASI) grant funding, will be constructing a 375-foot radio communications tower at 442 Lazelle Road, Columbus Ohio. This tower will be to enhance radio communications in the area and to promote “Interoperability” within the region. The County of Delaware is requesting permission to share tower space for the purpose of mounting 800 MHz transmitting/receiving antennas and associated equipment. In addition, the County of Delaware is requesting permission to construct a shelter for housing communication and peripheral radio equipment. Also, the County of Delaware is requesting the need to access the site for initial construction and for on-going maintenance purposes.

The two parties hereby agree to the following provisions:

TERMS

1. Licensor agrees to provide a non-exclusive, limited and revocable license to access the Premises to User for the purpose of installing, housing and operating the User’s Equipment and for no other purpose.
2. If the placement of any of User’s Equipment interferes with any pre-existing tenant of the Licensor’s premises, User agrees to immediately resolve the problem at User’s sole cost and expense to the satisfaction of Licensor. If User cannot resolve the problem, User will immediately remove its Equipment, at User’s sole cost and expense, from the Licensor’s Premises and this license will terminate. Likewise, Licensor agrees that it will not

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 28, 2005**

install or operate equipment, and will not enter into subsequent agreements with any other entity, that affects the User's Equipment or causes interference.

3. This license may be terminated by mutual agreement by either party in writing with a sixty (60) day notice.
4. User will be responsible for all expenses and obligations attributable to any permit and license applications associated with installation and use of its Equipment.

CONSTRUCTION AND USE

5. Promptly after the commencement date, User will have the right to install the User's Equipment at its' sole cost and expense, in accordance with all applicable governmental laws and regulations and free from any and all liens or claims for work, labor or services. Licensor will not have any obligation to construct or maintain, repair or replace User's Equipment and User's Premises, or any part thereof, during the term of this license unless such need for maintenance, repair or replacement results from Licensor's negligence or unintentional acts. User will install, operate, maintain and use the Equipment at its' sole expense and risk.
6. User will, prior to commencing installation, submit plans and specifications relating to such installation to the Licensor for written approval, which approval will not unreasonably be withheld, provided that the installation and operation of User's Equipment will not, in the judgment of Licensor, interfere with any operations of presently existing Users of the Licensor's Premises. Licensor will provide written approval of such documents within 30 days of submission.
7. User will keep the Equipment in good order and repair during the term of this license. Upon expiration or termination of this license for any reason whatsoever, User will remove all of its property, including, but not limited to, User's Equipment, from the Licensor's Premises.
8. Equipment shall be installed in a neat and workmanlike manner, in accordance with applicable standards and practice.

LICENSE FEE

9. User will have no fee obligations for the use of Licensor's tower and premise during the term of this license.

LIABILITY

10. The User will, at all times during the term of this license, obey and comply with all requirements, rules, regulations, laws and ordinances of all legally constituted governmental authorities affecting the Licensor's tower and/or Premises. To the extent permitted by Ohio law, User will be responsible for any proven claim directly arising from User's act or omissions.

ASSIGNMENTS

11. The User does not have the right to assign this license and/or sublet all or any portion of the Premises without prior approval from Licensor.

OPERATION OF EQUIPMENT AND DEFAULTS

12. User will install, operate and maintain the Equipment, at its' sole cost and expense, in accordance with applicable laws and regulations and so as not to cause interference with any other Equipment located on the Licensor's Premises.
13. To the best of its ability, User will not use or occupy or permit the Licensor's Premises to be used or occupied in any manner which may cause structural injury to the Licensor's Premises or any part thereof.

UTILITIES

14. If necessary, User is entitled to bring electrical and other utilities on the Premises. User will arrange for electrical service to provide power to User's equipment. Licensor will not be responsible to provide electric power to the User. User will monitor usage and pay all costs associated with such arrangements. The County of Delaware agrees to provide fuel and will refill when required for the City of Columbus backup generator located at the Lazelle Road radio tower site.
15. User's Equipment will remain the property of User and the exclusive ownership by User is acknowledged by Licensor. At the expiration or other termination of the license, User will remove the Equipment. User will also repair, at its sole cost and expense, any and all damage occasioned by such removal.

MISCELLANEOUS PROVISIONS

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 28, 2005

- 16. This instrument constitutes the entire agreement between the parties. No change, revision, alteration, or modification hereof may be made except in writing signed by both parties.
- 17. User will have the right of ingress and egress through the Premises at any and all reasonable times for the purpose of installing the User’s Equipment and for the further purpose of maintaining the Equipment. User will notify the Division of Support Services before ingress and after egress from the Premises.

OTHER PARTIES

- 18. Licensor has licensed or may license other portions of the Licensor’s Premises to other parties, and User covenants not to interfere with peaceful use of the Premises by said other parties.

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

RESOLUTION NO. 05-364

IN THE MATTER OF APPROVING AN ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM REQUEST FOR EMERGENCY SERVICES:

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

WHEREAS, the Delaware County 800 MHz countywide public safety radio system is expected to go on-line by the end of 2005; and

WHEREAS, a grant opportunity to assist in funding this system has presented itself and is supported by all public safety entities;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve Emergency Services to submit an Assistance to Firefighters Grant for the purpose of supporting the countywide 800 MHz radio system in the amount of \$750,000.00.

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

RESOLUTION NO. 05-365

IN THE MATTER OF APPROVING AN FY05 REGIONAL HOMELAND SECURITY GRANT REQUEST FOR EMERGENCY SERVICES:

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

WHEREAS, the Delaware County 800 MHz countywide public safety radio system is expected to go on-line by the end of 2005; and

WHEREAS, a FY05 Regional Homeland Security grant opportunity to assist in funding this system has presented itself and is supported by all public safety entities;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve Emergency Services to submit an FY05 Regional Homeland Security grant request for the purpose of supporting the countywide 800 MHz radio system in the amount of \$400,000.00.

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

RESOLUTION NO. 05-366

IN THE MATTER OF APPROVING AN EMERGENCY MEDICAL SERVICES GRANT FUNDED UNDER THE STATE OF OHIO DEPARTMENT OF PUBLIC SAFETY:

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

WHEREAS, the Delaware County Emergency Medical Service (EMS) participates with the Ohio Department of Public Safety in the “seat belt law” program, and;

WHEREAS, this program provides reimbursement grant funds for training, equipment, and Trauma Research and Injury Prevention; and,

WHEREAS, the Delaware County EMS desires to improve and expand its training capabilities through this grant program;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the submittal of this

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 28, 2005

grant request by EMS for the expansion of their training programs.

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

RESOLUTION NO. 05-367

IN THE MATTER OF APPROVING A SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY
CHILD SUPPORT ENFORCEMENT AGENCY AND THE DELAWARE COUNTY COURT OF COMMON
PLEAS FOR JUDGE KRUEGER:

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

Payments for all services provided in accordance with the provisions of this contract are contingent upon availability of non-federal and federal matching funds pursuant to rule 5101:12-10-45 and its supplemental rules, as follows:

	Amount	Source
Non-Federal Matching Funds (34%)	\$11,403.68	Delaware County General Fund
Federal Matching Funds (66%)	\$22,136.56	
Total Contract Price	\$33,540.24	

(A Copy of this contact is available in the Commissioners’ Office until no longer of Administrative Value).

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

RESOLUTION NO. 05-368

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. Evans to adjourn into Executive Session at 9:25AM.

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

RESOLUTION NO. 05-369

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn out of Executive Session at 10:45AM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 28, 2005

Letha George, Clerk to the Commissioners