

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 16, 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. 05-672

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 12, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held May 12, 2005 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 05-673

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0513:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0513, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
Atanya Brown	Day Care	22411610-5348	\$ 10,000.00
Pictometry Visual Intelligence	Orthophotography Project	21411306-5450	\$ 10,000.00
<b>Increases</b>			
Donna Teegarden	Day Care	22411610-5348	\$ 6,000.00
Liberty Community Center	Day Care	22411610-5348	\$ 60,000.00
<b>Vouchers</b>			
Scott, Scriven and Wahoff	Legal Assistance	10011301-5301	\$ 5,227.50
RD Zande	Plan Review/Mar 05	10011301-5301	\$ 5,055.00
Kindercare Neverland	Day Care	22411610-5348	\$ 15,404.00
Toddler Inn	Day Care	22411610-5348	\$ 11,272.30
Liberty Community Center	Day Care	22411610-5348	\$ 20,412.00
JG Contracting Company, Inc.	Milestone Payment April 05	41111421-5410	\$ 281,775.00
Bovis	Construction Management/Jail	40411414-5410	\$ 32,714.65
Dalmation Fire	Fire Protection/Jail	40411414-5410	\$ 14,647.32
Kenny Houston	Masonry/Jail	40411414-5410	\$ 275,598.08
The Altman Company	Concrete/Jail	40411414-5410	\$ 69,916.19
Maddox	Professional Services	40111402-5410	\$ 31,850.12
<b>Memo Transfer Vouchers</b>			
<b>From</b>	<b>To</b>		
Job and Family 22411601-5301	Family Children’s First Council 70161607-4501	Help Me Grow	\$ 17,724.45

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

RESOLUTION NO. 05-674

IN THE MATTER OF CANCELING THE MONDAY JUNE 20, 2005 COMMISSIONERS’ SESSION AND THE TUESDAY JUNE 21, 2005 PROSECUTOR’S SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to cancel the Monday June 20, 2005 Commissioners’ Session and Tuesday June 21, 2005 Prosecutor’s Session due to the County Commissioners’ Summer Conference.

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

RESOLUTION NO. 05-675

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the Treasurer’s Report.

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

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

**RESOLUTION NO. 05 -676**

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

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

Juvenile Court is requesting that Mary Cagnina, Laurie Scholz and Kristin Camac attend a “Working With Girls Effectively” Conference in Athens County May 23, 2005, at the cost of \$315.00.

The Court of Common Pleas is requesting that Mark Taglione and Melinda Bettac attend a Line Staff Training in Columbus, Ohio June 16-17, 2005, at the cost of \$300.00.

The EMS Department is requesting that Cheryl Vangundy, Cathy Jenkins, Michelle Treadway and Brenda Hopkins attend a People Skills Workshop in Columbus, Ohio June 24, 2005, at the cost of \$552.00.

The Engineer’s Office is requesting that Chris Bauserman attend the CEO Summer Conference in Wooster, Ohio June 20-21, 2005, at the cost of \$290.00.

Juvenile Court is requesting that Judge Kenneth Spicer attend a 2005 Annual Judge’s Conference in Columbus, Ohio June 6-9, 2005, at the cost of \$573.50.

The Environmental Services Department is requesting that Duane Matlack and Ric Irvine attend an “Energy Code Compliance in Ohio” Seminar in Columbus, Ohio May 19, 2005, at the cost of \$65.00.

The Environmental Services Department is requesting that Paul Sandstrom attend a “Security Training for POTW’s” in Columbus, Ohio June 1-3, 2005, at no cost.

The Administrative Services Department is requesting that Kevin Williams attend an OHPELRA Hot Topics in Human Resources Seminar in Reynoldsburg, Ohio June 17, 2005, at the cost of \$31.50.

The Administrative Services Department is requesting that Dawn Huston attend a CCAO Worker’s Compensation Group Rating Plan Annual Meeting in Hillard, Ohio June 17, 2005, at the cost of \$21.00.

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

**RESOLUTION NO. 05-677**

**IN THE MATTER OF APPROVING PLATS FOR OLDE STATE FARM SECTION 2 AND WINDSONG AND DITCH MAINTENANCE PETITIONS FOR LIGHTHOUSE CENTER AND WINDSONG:**

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

**Olde State Farm Section 2**

Situated In The State Of Ohio, County Of Delaware, Township Of Orange And In Farm Lot 13, Quarter Township1, Township 3, Range 18, United States Military Lands, Containing 27.344 Acres Of Land, More Or Less, Said 27.344 Acres Being Part Of That Tract Of Land Conveyed To Olde State Farms Ltd. By Deed Of Record In Deed Book 598, Page 581, Recorder’s Office, Delaware County, Ohio. Cost \$90.00.

**Windsong**

Situated In The Township Of Liberty, County Of Delaware, State Of Ohio And Being Part Of Lot 8, Section 2, Township 3, Range 19, United States Military Lands, And Being The Same Tract Of Land Conveyed To Sovereign Development Corporation And Shown For Record In OR 515, Page 1823-1825, County Recorder’s Office, Delaware County, Ohio. Cost \$33.00.

**Ditch Maintenance Petition- Lighthouse Center**

We the undersigned owners of 5.500 acres in Berlin Township, Delaware County, Ohio propose to create a subdivision known as **Lighthouse Center** 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

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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 **Lighthouse Center** Subdivision.

The cost of the drainage improvements is \$26,028.93 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 5.500 acres will receive benefit (cost) of the project as a per acre basis. The basis for calculating the assessment for each lot is therefore, \$4,732.53 per lot. An annual maintenance fee equal to 2% of this basis \$94.65 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 \$520.58 has been paid to Delaware County.

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

**Ditch Maintenance Petition- Windsong**

We the undersigned owners of 10.862 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as **Windsong** 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 **Windsong** Subdivision.

The cost of the drainage improvements is \$127,653.50 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. Eleven (11) 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, \$11,604.86 per lot. An annual maintenance fee equal to 2% of this basis \$232.10 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 \$2553.10 has been paid to Delaware County.

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

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

**RESOLUTION NO. 05-678**

**IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR OLENTANGY CROSSINGS SECTION 1; OLENTANGY CROSSINGS SECTION 2, PHASE A; OLENTANGY CROSSINGS SECTION 2, PHASE B; OLENTANGY CROSSINGS SECTION 3; OLENTANGY CROSSINGS SECTION 4 AND OLENTANGY CROSSINGS SECTION 5:**

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

**Olentangy Crossings Section 1**

**SUBDIVIDER’S AGREEMENT**

**THIS AGREEMENT** executed on this 16<sup>th</sup> day of May 2005, between **PLANNED COMMUNITIES, INC.** as evidenced by the **OLENTANGY CROSSINGS SECTION 1** Construction plans filed with the **Delaware County Engineer**, 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** shall, at the time of plat approval, execute bond,

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certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 4/13/05, 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 all 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 of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an 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 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.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to 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 **THREE THOUSAND TWO HUNDRED 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 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.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship 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 and 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, during 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 the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. 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**.

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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 privilege to make the improvements stipulated herein.

**Olentangy Crossings Section 2, Phase A**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 16<sup>th</sup> day of May 2005, between **PLANNED COMMUNITIES, INC.** as evidenced by the **OLENTANGY CROSSINGS SECTION 2, PHASE A** Construction plans filed with the **Delaware County Engineer**, 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** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 3/14/05, 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 all 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 of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an 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 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.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to 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 **FIFTY-TWO THOUSAND 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 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.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship 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 and 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

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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, during 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 the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. 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 privilege to make the improvements stipulated herein.

**Olentangy Crossings Section 2, Phase B**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 16<sup>th</sup> day of May 2005, between **PLANNED COMMUNITIES, INC.** as evidenced by the **OLENTANGY CROSSINGS SECTION 2, PHASE B** Construction plans filed with the **Delaware County Engineer**, 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** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 3/14/05, 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 all 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 of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an 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 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.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to 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 **ONE THOUSAND FIVE HUNDRED 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 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

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**SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship 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 and 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, during 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 the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. 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 privilege to make the improvements stipulated herein.

**Olentangy Crossings Section 3**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 16<sup>th</sup> day of May 2005, between **PLANNED COMMUNITIES, INC.** as evidenced by the **OLENTANGY CROSSINGS SECTION 3** Construction plans filed with the **Delaware County Engineer**, 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** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 3/14/05, 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 all 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 of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an 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 plans and specifications and shall have

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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.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to 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 **THIRTY-FOUR THOUSAND FOUR HUNDRED 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 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.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship 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 and 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, during 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 the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. 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 privilege to make the improvements stipulated herein.

**Olentangy Crossings Section 4**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 16<sup>th</sup> day of May 2005, between **PLANNED COMMUNITIES, INC.** as evidenced by the **OLENTANGY CROSSINGS SECTION 4** Construction plans filed with the **Delaware County Engineer**, 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



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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** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 3/14/05, 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 all 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 of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an 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 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.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to 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-FIVE THOUSAND EIGHT HUNDRED 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 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.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship 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 and 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, during 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 the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. Utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous

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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 privilege to make the improvements stipulated herein.

**Olentangy Crossings Section 5**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 16<sup>th</sup> day of May 2005, between **PLANNED COMMUNITIES, INC.** as evidenced by the **OLENTANGY CROSSINGS SECTION 5** Construction plans filed with the **Delaware County Engineer**, 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** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 5/3/05, 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 all 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 of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an 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 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.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to 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 **FIFTY-SEVEN THOUSAND THREE HUNDRED DOLLARS** (this amount includes a credit of \$1,600 for tree removal done by Planned Communities for the County portion of Olentangy Crossings) 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 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.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship 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

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acceptance by the **COUNTY COMMISSIONERS**.

Any snow and 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, during 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 the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. 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 privilege to make the improvements stipulated herein.

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

**RESOLUTION NO. 05-679**

**IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR NORTH ORANGE SECTION 3, PHASE 2, PART A; NORTH ORANGE SECTION 1, PHASE 3; WALNUT WOODS SECTION 1; NORTH ORANGE SECTION 2, PHASE 3, PARTS A&B AND CAMBRIDGE SUBDIVISION:**

It was moved by Mr. Evans, seconded by Mr. Ward to release bonds and letters of credit and accept roads within the following:

**North Orange Section 3, Phase 2, Part A**

The roadway to be accepted is as follows:

- An addition of 0.16 mile to **Township Road Number 1349, Abbot-Downing Boulevard**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

**North Orange Section 1, Phase 3**

The roadway to be accepted is as follows:

- An addition of 0.10 mile to **Township Road Number 1348, Pacer Drive**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

**Walnut Woods Section 1**

The roadway to be accepted is as follows:

- **Whispering Trail**, to be known as **Township Road Number 1430**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

**North Orange Section 2, Phase 3, Parts A&B**

The roadways to be accepted are as follows:

- An addition of 0.03 mile to **Township Road Number 1382, Wayside Avenue**

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- An addition of 0.03 mile to **Township Road Number 1383, Coachman Drive**
- **Trace Drive**, to be known as **Township Road Number 1431**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

**Cambridge Subdivision**

The roadways to be accepted are as follows:

- An addition of 0.03 mile to **Township Road Number 961, Foxglove Place**
- **Upper Cambridge Way**, to be known as **Township Road Number 1428**
- **Chiddingstone Lane**, to be known as **Township Road Number 1429**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

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

**RESOLUTION NO. 05-680**

**IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR WALNUT WOODS SECTION 1;  
NORTH ORANGE SECTION 2, PHASE 3, PARTS A&B AND CAMBRIDGE SUBDIVISION:**

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

**Stop Conditions –Walnut Woods Section 1**

- On Township Road Number 1430, Whispering Trail, at its intersection with Township Road Number 109, Big Walnut Road

**Stop Conditions -North Orange Section 2, Phase 3, Parts A&B**

- On Township Road Number 1382, Wayside Avenue, at its intersection with Township Road Number 1349, Abbot-Downing Boulevard
- On Township Road Number 1383, Coachman Drive, at its intersection with Township Road Number 1431, Trace Drive
- On Township Road Number 1431, Trace Drive, at its south intersection with Township Road Number 1382, Wayside Avenue
- On northbound Township Road Number 1431, Trace Drive, at its south intersection with Township Road Number 1382, Wayside Avenue
- On southbound Township Road Number 1431, Trace Drive, at its north intersection with Township Road Number 1382, Wayside Avenue

**Stop Conditions – Cambridge Subdivision**

- On Township Road Number 961, Foxglove Place, at its intersection with Township Road Number 1428, Upper Cambridge Way
- On Township Road Number 1428, Upper Cambridge Way, at its intersection with County Road Number 24, South Old 3C Highway
- On Township Road Number 1429, Chiddingstone Lane, at its intersection with Township Road Number 961, Foxglove Place
- On Township Road Number 1429, Chiddingstone Lane, at its intersection with County Road Number 24, South Old 3C Highway

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

**RESOLUTION NO. 05-681**

**IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR OLDE STATE FARMS SECTION 2:**

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

**Olde State Farms Section 2**

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that minor remedial work will be required during the 2005 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$38,300** for the duration of the one year maintenance period. A Cash Bond in that amount is in place.

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

RESOLUTION NO. 05-682

IN THE MATTER OF APPROVING A REVISED CONTRACT WITH SHELLY AND SANDS FOR THE  
TUSSIC STREET ROAD WIDENING PROJECT:

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

Revised Contract - Tussic Road Widening Project

Available for your approval are two copies of the revised Contract for the above referenced project. Please note that the originally-signed Contract in the amount of \$5,082,355.29 did not include the 10% contingency amount which changes the Contract amount to \$5,590,555.29. This amount still reflects the low bid for this project.

REVISED CONTRACT

AGREEMENT, made and entered into this 16<sup>th</sup> day of May 2005, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **SHELLY AND SANDS**, hereinafter designated as **SECOND PARTY**.

**WITNESSETH**, that said **SECOND PARTY**, for and in consideration of the sum of **FIVE MILLION FIVE HUNDRED NINETY THOUSAND FIVE HUNDRED FIFTY-FIVE AND TWENTY-NINE CENTS** (\$5,590,555.29), based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **TUSSIC STREET ROAD WIDENING PROJECT**, in accordance with plans, **drawings**, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

**SAID SECOND PARTY** further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **August 12, 2006**.

**THE SECOND PARTY** hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

**SECOND PARTY** further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Delaware County Engineer** a certified copy of the Contractor's payroll. Contractor is also responsible providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

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

RESOLUTION NO. 05-683

IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE  
DELAWARE COUNTY COMMISSIONERS AND FRANK L. & JUDY A. SCHNEIDER, JR., HUSBAND &  
WIFE:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 16<sup>TH</sup> day of May 2005, by and between FRANK L. & JUDY A. SCHNEIDER, JR., SELLER and the DELAWARE COUNTY COMMISSIONERS, BUYER:

WITNESSETH:

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

The purchase of said road right of way is Five Thousand Five Hundred Sixteen Dollars (\$5,516.00), plus Seventeen Thousand Six Hundred Thirty Three Dollars (\$17,633.00) for improvements and One Thousand Forty Six Dollars (\$1,046.00) for temporary right of way to be paid upon the execution of the Contract of Sale

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and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$24,195.00 to FRANK L. & JUDY A. SCHNEIDER, JR., Husband & Wife.

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

**RESOLUTION NO. 05-684**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND NEIL A. COLOPY & NANCY J. DURBIN a.k.a. NANCY J. COLOPY, HUSBAND & WIFE:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 16<sup>TH</sup> day of May 2005, by and between NEIL A. COLOPY & NANCY J. DURBIN a.k.a. NANCY J. COLOPY, SELLER and the DELAWARE COUNTY COMMISSIONERS, BUYER:

WITNESSETH:

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

The purchase of said road right of way is Two Thousand Seventy Nine Dollars (\$2,079.00), plus Nine Thousand Seven Hundred Forty Seven Dollars (\$9,747.00) for improvements and One Hundred Forty Five Dollars (\$145.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$11,971.00 to NEIL A. COLOPY & NANCY J. DURBIN a.k.a. NANCY J. COLOPY, Husband & Wife.

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

**RESOLUTION NO. 05-685**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND LARRY R. & BETTY JO MULLINS, HUSBAND & WIFE:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 16<sup>TH</sup> day of May 2005, by and between LARRY R. & BETTY JO MULLINS, SELLER and the DELAWARE COUNTY COMMISSIONERS, BUYER:

WITNESSETH:

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

The purchase of said road right of way is Two Thousand Five Hundred Forty Six Dollars (\$2,546.00), plus Sixteen Thousand Twelve Dollars (\$16,012.00) for improvements and One Hundred Five Dollars (\$105.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$18,663.00 to LARRY R. & BETTY JO MULLINS, Husband & Wife.

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

**RESOLUTION NO. 05-686**

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND RICHARD A. & JOY Y. BEARD, HUSBAND & WIFE:**

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

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AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 16<sup>TH</sup> day of May 2005, by and between RICHARD A. & JOY Y. BEARD, SELLER and the DELAWARE COUNTY COMMISSIONERS, BUYER:

WITNESSETH:

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

The purchase of said road right of way is Seven Thousand Forty Six Dollars (\$7,046.00), plus Two Thousand Seven Hundred Eighty Five Dollars (\$2,785.00) for improvements and Two Hundred Twenty Seven Dollars (\$227.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$10,058.00 to RICHARD A. & JOY Y. BEARD, Husband & Wife.

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

RESOLUTION NO. 05-687

**IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND ORVAL (a.k.a. ORAL) & MONICA MINNIEAR, HUSBAND & WIFE:**

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 16<sup>TH</sup> day of May 2005, by and between ORVAL (a.k.a. ORAL) & MONICA MINNIEAR, SELLER and the DELAWARE COUNTY COMMISSIONERS, BUYER:

WITNESSETH:

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

The purchase of said road right of way is Two Thousand Seventy One Dollars (\$2,071.00), plus Ten Thousand Eighty Seven Dollars (\$10,087.00) for improvements and Two Hundred Ninety Two Dollars (\$292.00) for temporary right of way to be paid upon the execution of the Contract of Sale and Purchase.

**Further Be It Resolved**, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$12,450.00 to ORVAL (a.k.a. ORAL) & MONICA MINNIEAR, Husband & Wife.

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

RESOLUTION NO. 05-688

**IN THE MATTER OF APPROVING SPECIFICATIONS, ESTIMATE, PLAN AND SETTING BID OPENING DATE AND TIME FOR THE DENT ROAD BRIDGE REPLACEMENTS PROJECT:**

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

INVITATION TO BID

Sealed proposals will be received at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. local time on Wednesday, June 8, 2005**, for furnishing all labor, materials and equipment necessary to complete the project known as **Dent Road Bridge Replacements Project**, and bids will be opened and read aloud. Contract documents, bid sheets, plans and specifications can be obtained at the Office of the Delaware County Engineer for a non-refundable cost of \$25.00. Bidder must make arrangements to obtain bid packet; they will not be mailed.

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

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Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owner intends that this project be finished no later than November 23, 2005.

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

Bids shall be placed in a sealed envelope marked “SEALED BID FOR DENT ROAD BRIDGE REPLACEMENTS PROJECT”.

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

Scope of Work

This project consists of the replacement of two structurally deficient and functionally obsolete bridges on Dent Road (Township Road 42) in southeast Delaware County (Trenton Township). Bridge #1 is 0.2 miles north of SR 37 on the north-south leg of Dent Road. Bridge #2 is 1 mile north of SR 37, on the east-west leg of Dent Road. The replacement structures will be precast reinforced concrete flat topped three-sided culverts. There will also be minor approach work including tree clearing, pavement and shoulder widening and guardrail installation. The road will be closed to thru traffic for the duration of each bridge project with a detour maintained by the Contractor.

Construction Estimate for Dent Road DEL-TR-42-0.22 \$ 320,100.00

Construction Estimate for Dent Road DEL-TR-42-0.99 \$ 312,700.00

Total Construction Estimate - Dent Road Bridges \$ 632,800.00

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

RESOLUTION NO. 05-689

IN THE MATTER OF ACCEPTING THE DITCH INSPECTION REPORT FOR 2005 AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2006:

It was moved by Mr. Evans, seconded by Mr. Ward to accept the 2005 Ditch Inspection Report and establish percentage of maintenance assessments for 2006, as follows:

2005 INSPECTION REPORT

General Information

- 1. Name and number of group
- 2. Type of group: O=Open Ditch T=Tile ST=Storm Tile  
B=Basin Swale W/W=Waterway  
S/D=Surface Drain
- 3. Balance of money as of January 1, 2005

Proposed Work

- 1. Brush and cattails:  
Class 1 = Immediate action needed  
Class 2 = Should be done within a year  
If listed blank = none on project
- 2. Seed marked in lbs.
- 3. Pipe marked as number needing to be replaced
- 4. Cost of project to do work
- 5. Assessment column has percent collected for 2006 and projected income for 2005 and 2006.

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

COMPLETE LIST 2006 TAXES		
DITCH	NUMBER	PERCENT
ABBEY KNOLL 1 & 2	29	2.5%
ABBEY KNOLL 3 - 1 & 2	129	2.5%



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ABBEY KNOLL 4 - A & B	326	2.5%
ADAMS JOINT COUNTY <i>Marion Co.</i>	6801	5.0%
AUGUSTA WOODS 2	124	2.5%
BAINBRIDGE MILLS 2	9909	2.5%
BECKER	8401	3.5%
BERKSHIRE DEVELOPMENT	9918	2.0%
BIG BEAR FARMS 2 – 2	9806	2.5%
BIG BEAR FARMS 8	9917	2.5%
BIG BEAR FARMS 9	9925	2.5%
BRYN MAWR	11	2.5%
CALHOUN	8101	5.0%
CAMBRIDGE SUBDIVISION	234	2.5%
CARTER JOINT COUNTY <i>Marion Co.</i>	8201	5.0%
CHESHIRE COVE 1	10	2.0%
CHESHIRE COVE 2	146	2.0%
COOK JOINT COUNTY <i>Licking Co.</i>	5801	50.0%
COVINGTON MEADOW 1	9	2.5%
COVINGTON MEADOW 2	118	2.5%
COVINGTON MEADOW 3	216	2.5%
CRABILL	6201	20.0%
CROSS CREEK 2 - A & B	127	2.5%
DARST JOINT COUNTY <i>Marion Co.</i>	7201	0.0%
DEGOOD <i>Joint/Union Co.</i>	5802	20.0%
DELAWARE RUN	319	5.0%
DORNOCH ESTATES 3	104	2.5%
DORNOCH ESTATES 4	223	2.5%
EAGLE TRACE 2 & 3	123	2.5%
ESTATES OF GLEN OAK 1 A	231	2.5%
ESTATES OF GLEN OAK 1 B	232	2.5%
ESTATES OF GLEN OAK 2	314	2.5%
ESTATES OF GLEN OAK 3A	404	2.5%
ESTATES OF GLEN OAK 3B	405	2.5%
ESTATES OF GLEN OAK 4A & B	424	2.5%
FOURWINDS	17	2.0%
GENOA FARMS 1	145	2.5%
GENOA FARMS 2	212	2.5%
GENOA FARMS 3 A & B	229	2.5%
GENOA SCHOOL	406	2.5%
GLEN OAK 1	230	2.5%
GLEN OAK 2 A & B	309	2.5%
GLEN OAK 3 A & B	327	2.5%
GOLF VILLAGE - SAWMILL PARKWAY	140	0.0%
GOLF VILLAGE 3	141	0.0%
GOLF VILLAGE 7 – 4	217	0.0%
GOLF VILLAGE 9 - 2 – A	215	0.0%
GOLF VILLAGE 9 - 2 – B	219	0.0%
GOLF VILLAGE 9 – A	142	0.0%
GRAND OAK 1	207	2.5%
GRAND OAK 2 A & B	213	2.5%
GRAND OAK CONDOMINIUMS	206	2.5%
GREEN MEADOWS 3	8701	2.5%
GREEN MEADOWS BASIN	7901	2.5%

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HARBOR POINTE 1	24	2.0%
HARBOR POINTE 2 - 1 & 2	121	2.0%
HARBOR POINTE 3 - A & B	218	2.0%
HARBOR POINTE 4 - A & B	322	2.0%
HARDIN	8702	0.0%
HARVEST WIND 3	9905	2.5%
HARVEST WIND 4	27	2.5%
HARVEST WIND 5	113	2.5%
HARVEST WIND 6 – 1	101	2.5%
HARVEST WIND 7 – 1	120	2.5%
HARVEST WIND 7 - 2 PT 1	301	2.5%
HEATHER GLEN	9908	10.0%
HERBERT – LAWRENCE	7401	0.0%
HIDDEN COVE 2	315	2.5%
HIGH PARK CENTER	410	2.5%
HIGHLAND HILLS LAKES 2	33	2.5%
HIGHLAND HILLS LAKES 3 - 1 & 2	119	3.0%
HIGHLAND LAKES E 11 – 2	9939	2.5%
HIGHLAND LAKES E 11 - 4 & 5	115	2.5%
HIGHLAND LAKES E 14 – 1	9938	2.5%
HIGHLAND LAKES E 14 – 2	9939	2.5%
HIGHLAND LAKES E 15	324	2.5%
HIGHLAND LAKES E 4 - 2, 3, 4, 5	426	2.5%
HIGHLAND LAKES N 7	32	2.5%
HIGHLAND LAKES N 6 – 1	9919	2.5%
HIGHLAND LAKES N 6 – 2	28	2.5%
HORSESHOE RUN	8601	5.0%
INDIAN RUN	8102	5.0%
JONES	5901	10.0%
KILLDEER MEADOWS 1	415	2.0%
KILLDEER MEADOWS 2	425	2.0%
KOEPPPEL	8302	10.0%
LAKES AT SILVERLEAF	311	2.5%
LEWIS CENTER	5902	40.0%
LIBERTY LAKES 3	4	2.5%
LOCH LOMOND	9901	2.5%
MCCAMMON CHASE 1 – 3	307	2.5%
MEADOW AT CHESHIRE 3 – 1	9912	2.0%
MEADOW AT CHESHIRE 3 – 2	9913	2.0%
MEADOW AT CHESHIRE 3 – 3	117	2.0%
MEDALLION ESTATES 10 – 1	12	2.5%
MEDALLION ESTATES 10 – 2	13	2.5%
MEDALLION ESTATES 8	9914	2.5%
MEDALLION ESTATES 9	9921	2.5%
MILEY GROUP	8301	5.0%
NORTH ORANGE 1 – 1	213	2.5%
NORTH ORANGE 1 - 2 A & B	401	2.5%
NORTH ORANGE 2 - 3 A & B, 3 - 2A	331	2.5%
NORTH ORANGE 3 – 1	214	2.5%
NORTH ORANGE SEC 2 PH 2	302	2.5%
NORTH POINT MEADOWS 1	305	2.5%
NORTH POINT MEADOWS 2	421	2.5%

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NORTHBROOKE CORP CENTER 2	112	2.5%
NUCKLES	7001	5.0%
OAK CREEK E 2	9904	2.5%
OAKS AT HIGHLAND LAKES 1	132	2.5%
OAKS AT HIGHLAND LAKES 2	201	2.5%
OAKS AT HIGHLAND LAKES 3	210	2.5%
OAKS AT HIGHLAND LAKES 5	328	2.5%
OAKS AT HIGHLAND LAKES 6	423	2.5%
OLDE STATE FARMS 1	102	2.5%
OLDE STATE FARMS 2	420	2.5%
OLDEFIELD ESTATES	417	2.5%
ORANGE TWP FD/PARK PLACE VILLAGE	312	2.5%
ORCHARD LAKES 123	427	2.5%
PARK AT GREIF BROS.	128	2.5%
PARK SHORE III	9907	2.5%
PIATT MEADOWS 1 & 2	9910	2.0%
PIATT MEADOWS 2 - 1, 2 & 3	14	2.0%
PLUMB ESTATES	9915	2.5%
POTTER	6202	20.0%
PUMPHREY JOINT COUNTY <i>Morrow Co.</i>	5904	7.0%
RANDALL HOWISON TRI-COUNTY <i>Marion/Union Co.</i>	5905	0.0%
RATTLESNAKE RIDGE	130	2.0%
RIVERBEND 1 – 1	9933	2.5%
RIVERBEND 1 – 2	20	2.5%
RIVERBEND 2	9934	2.5%
RIVERBEND 3	9935	2.5%
RIVERBEND 4 - 1 & 2	21	2.5%
RIVERS EDGE AT ALUM CREEK 1	144	2.5%
RIVERS EDGE AT ALUM CREEK 2	304	2.5%
SCIOTO HIGHLANDS 3	222	2.5%
SCIOTO HILLS BASIN	7801	2.5%
SCIOTO RESERVE 1 – 3	34	2.5%
SCIOTO RESERVE 1 – 4	125	2.5%
SCIOTO RESERVE 1 - 5 & 6	225	2.5%
SCIOTO RESERVE 1 - 7 & 8	320	2.5%
SCIOTO RESERVE 2 - 1 & 2	9936	2.5%
SCIOTO RESERVE 2 - 3 & 4	110	2.5%
SCIOTO RESERVE 3 - 1 & 2	3	2.5%
SCIOTO RESERVE 3 - 3 & 4	126	2.5%
SCIOTO RESERVE 3 – 5	220	2.5%
SCIOTO RESERVE 4 - 1 & 2	9937	2.5%
SCIOTO RESERVE 4 – 10	306	2.5%
SCIOTO RESERVE 4 – 12	408	2.5%
SCIOTO RESERVE 4 - 3 & 4	30	2.5%
SCIOTO RESERVE 4 - 5 & 6	221	2.5%
SCIOTO RESERVE 4 – 7	138	2.5%
SCIOTO RESERVE 4 – 8	204	2.5%
SCIOTO RESERVE 4 – 9	233	2.5%
SCIOTO RESERVE 11 - A & B	329	2.5%
SHEFFIELD PARK SEC 1 A & B	303	2.5%
SHELLBARK RIDGE 2	137	2.5%
SHELLBARK RIDGE 4	9920	2.5%

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SHERBROOK 10	208	2.5%
SHERBROOK 3	9805	2.5%
SHERBROOK 4	9902	2.5%
SHERBROOK 5	1	2.5%
SHERBROOK 6	8	2.5%
SHERBROOK 7	107	2.5%
SHERBROOK 8	116	2.5%
SHERBROOK 9	133	2.5%
SHERMAN LAKES 1	414	2.0%
SHERMAN LAKES 2	325	2.0%
SHERWOOD	105	2.0%
SHORES 12	22	2.5%
SHORES 13	413	2.5%
SLACK	5903	30.0%
SLANE RIDGE	131	2.5%
STEITZ POWERS	5906	30.0%
STONE BRIDGE AT GOLF VILLAGE	136	0.0%
STONES THROW	402	2.5%
SUGAR RUN	8402	0.0%
SUMMERFIELD VILLAGE 1 & 2	9804	2.5%
SUMMERFIELD VILLAGE 2 - 1, 2 & 3	15	2.5%
SUMMERWOOD 1	106	2.0%
SUMMERWOOD 2	143	2.5%
TALLEY	8703	12.0%
TARTAN FIELD 12 & 13	2	2.5%
TARTAN FIELD 14 – 18	9931	2.5%
TARTAN FIELDS 8 – 11 <i>Joint/Union Co.</i>	9932	2.5%
TEETS	7402	0.0%
TWIN ACRES	403	2.5%
U.S. 23 & POWELL ROAD	31	2.5%
VILLAGE AT ALUM CREEK 3	9911	2.5%
VILLAGE AT ALUM CREEK 4	9926	2.5%
VILLAGE AT ALUM CREEK 5	114	2.5%
VILLAGE AT ALUM CREEK 6	224	2.5%
VILLAGE AT ALUM CREEK 7	323	2.5%
VILLAGE AT NORTH FALLS	409	2.5%
VILLAGE AT OAK CREEK 10 - A & B	9927	2.5%
VILLAGE AT OAK CREEK 11	139	2.5%
VILLAGE AT OAK CREEK 12	330	2.5%
VINMAR FARMS 1	411	2.5%
WALKER WOODS 2 - 1	9803	2.5%
WALKER WOODS 2 - 2	9922	2.5%
WALKER WOODS 3 - 1	9802	2.5%
WALKER WOODS 3 - 2	9916	2.5%
WALKER WOODS 4	9923	2.5%
WALKER WOODS 5	134	2.5%
WALKER WOODS 6	9903	2.5%
WALKER WOODS 7 - 1	9924	2.5%
WALKER WOODS 7 - 2	18	2.5%
WALKER WOODS 8	9928	2.5%
WALKER WOODS 9	25	2.5%
WALKER WOODS 10 - 1	9929	2.5%

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WALKER WOODS 10 - 2	19	2.5%
WALKER WOODS 11	9930	2.5%
WALKER WOODS 12 - 1 & 2	26	2.5%
WALKER WOODS 13	111	2.5%
WALKER WOODS 14	135	2.5%
WALNUT GROVE ESTATES	418	2.5%
WALNUT WOODS 1	226	2.5%
WALNUT WOODS 2	332	2.5%
WEDGEWOOD 10	122	2.5%
WEDGEWOOD 11	316	2.5%
WEDGEWOOD PARK	205	2.5%
WEDGEWOOD PARK 2	419	2.5%
WEDGEWOOD PLACE 2	227	2.5%
WESTERVILLE RES. 1 & 2	6	2.5%
WHITETAIL MEADOWS	23	10.0%
WILLOW BEND 1	202	2.5%
WILLOW BEND 1 - 2	308	2.5%
WILLOW BEND 3	416	2.5%
WILLOW SPRING N 2	321	2.5%
WILSHIRE ESTATES 3 - 1	5	2.5%
WILSHIRE ESTATES 3 - 2	7	2.5%
WILSHIRE ESTATES 4	16	2.5%
WILSHIRE ESTATES 5 - 1 & 2	109	2.5%
WILSHIRE ESTATES 6 - A & B	228	2.5%
WILSON ROSSO LOWE	318	2.0%
WOODLAND GLENN	310	2.5%
WOODLAND GLENN 2	412	2.5%
WOODLAND HALL 1	209	2.5%
WOODS ON DOORNOCH 2	103	2.5%
WOODS ON DOORNOCH 3	211	2.0%
WOODS ON SELDOM SEEN 3 - 1	108	2.5%
WOODS ON SELDOM SEEN 3 - 2	203	2.5%
ZIMMERMAN	317	2.0%

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

RESOLUTION NO. 05-690

IN THE MATTER OF DECLARING THE END TO A LOCAL STATE OF EMERGENCY IN DELAWARE COUNTY DUE TO SEVERE WINTER WEATHER:

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

WHEREAS: the Board of Commissioners of Delaware County, Ohio declared a local State of Emergency by Resolution No. 04-1575 on 23 December 2004 due to severe winter weather, and;

WHEREAS: the local declaration resulted in a State of Ohio and Presidential Declarations, DR-1580 and DR-3198EM, and;

WHEREAS: the immediate threat and impact of the severe weather no longer exists,

NOW THEREFORE BE IT RESOLVED: That the Delaware County Board of Commissioners declares an end to the State of Emergency that existed.

Reference is hereby made to all appropriate laws, statues, ordinances and resolutions, and particularly Section 5502 of the Ohio Revised Code.

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

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RESOLUTION NO. 05-691

IN THE MATTER OF APPROVING THE PURCHASE OF A PATIENT SIMULATOR FOR USE BY MEDICAL SERVICE AGENCIES THROUGHOUT DELAWARE AND SURROUNDING COUNTIES AS PART OF THE HOMELAND SECURITY FY04 GRANT:

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

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management received the FY04 State Homeland Security Grant that allows for the purchase of equipment for the purpose of training personnel to respond to the threat of Chemical, Biological, Radiological, Nuclear or Explosive (CBRNE) and Terrorist incidents; and

WHEREAS, the Threat, Risk and Needs (TRN) Committee appointed by the Board of Commissioners recommends the purchase of a patient simulator from the FY04 State Homeland Security grant to train medical response personnel within Delaware and surrounding counties, and;

WHEREAS, this purchase has been approved by appropriate Federal and State level agencies;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the purchase of a single source patient simulator from Laerdal Medical at a cost of \$36,904.00 and a supporting notebook computer from CDW at a cost of \$800.00.

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

RESOLUTION NO. 05-692

IN THE MATTER OF APPROVING CHANGE ORDER 4 FOR HARRIS CORPORATION FOR THE NEW COUNTYWIDE RADIO SYSTEM:

It was moved by Mr. Evans, seconded by Mr. Ward to approve change orders:

WHEREAS, the Board of Commissioners authorized the use of County owned property on Dunham Road to replace the Route 36/37 and Africa Road tower site for the Countywide 800 MHz radio system:

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approves Change Order 4 for Harris Corporation for new microwave pathway studies due to the change in tower location as follows:

Original Contract	\$1,423,991.00	
Previous Changes		\$ 97,494.00
Change Order 4	\$ 7,691.00	
<b>Revised Contract Amount</b>	<b>\$1,529,176.00</b>	

BE IT FURTHER RESOLVED: That the Board of County Commissioners authorize the increase of the contract blanket Purchase Order in Project Account #41111421 at the same amount.

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

RESOLUTION NO. 05-693

IN THE MATTER OF APPROVING CHANGE ORDER 3 FOR FLOYD BROWN ASSOCIATES FOR TOWER SITE ASSESSMENT:

It was moved by Mr. Ward, seconded by Mr. Evans to approve change orders:

WHEREAS, Delaware County contracted with Floyd Brown and Associates (FBA) to provide tower site assessments for the Countywide 800 MHz Radio system, and;

WHEREAS, the Board of Commissioners approved that FBA conduct a site assessment at Dunham Road as a possible alternate site to the Route 36/37 and Africa Road location:

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approves Change Order 3 for Floyd Brown and Associates as follows:

Original Contract	\$ 38,250.00	
Previous Changes		\$ 19,165.00
Change Order 3	\$ 5,400.00	

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**Revised Contract Amount \$ 62,815.00**

BE IT FURTHER RESOLVED: That the Board of County Commissioners authorize the increase of the contract blanket Purchase Order in Project Account #41111421 at the same amount.

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

**RESOLUTION NO. 05-694**

**IN THE MATTER OF APPROVING A MEMORANDUM OF AGREEMENT AMONG THE FEDERAL COMMUNICATIONS COMMISSION, THE OHIO HISTORIC PRESERVATION OFFICE AND DELAWARE COUNTY EMERGENCY SERVICES REGARDING THE CONSTRUCTION OF A PUBLIC SAFETY COMMUNICATIONS TOWER AT 245 WEST HIGH STREET IN ASHLEY, DELAWARE COUNTY, OHIO:**

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

MEMORANDUM OF AGREEMENT

**WHEREAS**, Delaware County Emergency Services (“DCES”) proposes to construct a 190-foot lattice tower at 245 West High Street in Ashley, Delaware County, Ohio with coordinates of N 40° 24’ 31.75” and W 82° 57’ 47.7”, for use by multiple licensees of the Federal Communications Commission (“FCC”); and

**WHEREAS**, the FCC has determined that the construction of the tower is a federal undertaking; and

**WHEREAS**, the proposed tower is subject to the registration, marking and lighting requirements of the FCC’s rules, 47 C.F.R. Part 17; and

**WHEREAS**, the DCES, pursuant to delegation from the FCC, initiated consultation with the Ohio State Historic Preservation Office (“Ohio SHPO”) under Section 106 of the National Historic Preservation Act (“NHPA”), as required by the FCC rules, 47 C.F.R § 1.1307 (a)(4); and

**WHEREAS**, the DCES, a signatory to this agreement, has acted on behalf of the FCC in complying with certain provisions of 36 C.F.R. Part 800 for this undertaking in accordance with a September 21, 2000 memorandum from the Advisory Council on Historic Preservation regarding “Delegation of Authority for the Section 106 Review of Telecommunications Projects”; and

**WHEREAS**, the FCC and the Ohio SHPO have determined the Area of Potential Effects (“APE”) for the proposed tower, as described in Attachment 1; and

**WHEREAS**, the FCC, in consultation with the Ohio SHPO, has determined that the tower will have an adverse effect on properties at 202 West High Street, 223 West High Street, and 229 West High Street in Ashley, which are eligible for or listed in the National Register of Historic Places; and

**WHEREAS**, the FCC and the Ohio SHPO have determined that these sites are the only historic properties within the APE that would be adversely affected by the tower; and

**WHEREAS**, the DCES, consistent with the FCC’s requirements for environmental review, has considered and evaluated a number of alternative sites for locating the proposed tower and has concluded that all of the sites considered are either unavailable for the DCES’s use or are unsatisfactory from a technical radio frequency perspective for the coverage needs of the communication system supported by the antennas to be located at the facility; and

**WHEREAS**, the Delaware County Historical Society (“DCHS”) has participated in consultation and has been invited to sign this Memorandum of Agreement as a concurring party; and

**WHEREAS**, the FCC has consulted with the Ohio SHPO and other consulting parties to ensure that historic properties affected by the construction of the tower are taken into account; and

**WHEREAS**, members of the general public and other interested parties were afforded an opportunity to participate in and comment on this proceeding at a public hearing before the Ashley Village Zoning Board and pursuant to public notice published in the Delaware Gazette on March 19, 2005; and

**WHEREAS**, the proposed tower was approved by the Ashley Village Zoning Board on April 11, 2005; and

**WHEREAS**, the DCES has made a reasonable and good faith effort to identify and contact Indian tribes that might attach religious or cultural significance to historic properties within the APE; and

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**WHEREAS**, the Advisory Council on Historic Preservation (“Advisory Council”) has declined to participate in the negotiation of this Memorandum of Agreement;

**NOW THEREFORE**, the FCC, the Ohio SHPO, the DCES, and the DCHS agree that the undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties, and that these measures shall constitute full, complete and adequate mitigation measures under NHPA and the implementing regulations of the Advisory Council and the FCC.

**STIPULATIONS**

The FCC, through coordination with the DCES, will ensure that the following measures are carried out:

**I. DELAWARE COUNTY PICTORIAL HISTORY BOOK**

The DCES shall purchase one hundred (100) copies of the Delaware County Pictorial History Book being produced by the DCHS and donate them to the DCHS. The purchase of one hundred (100) copies by the DCES will allow the DCHS to meet the quota that is required by the publisher. The DCHS shall provide one copy of the Delaware County Pictorial History Book to both the Ohio SHPO and the Wornstaff Memorial Public Library in Ashley, where the books will be made available to the public. The DCHS shall seek to sell the remaining ninety-eight (98) books donated by the DCES to the general public by June 30, 2006.

**II. VILLAGE OF ASHLEY WALKING TOUR**

The DCHS intends to use at least two thousand dollars (\$2,000) of the proceeds generated by the sale of the Delaware County Pictorial History Books donated by the DCES to produce one thousand (1,000) copies of a self-guided walking tour of historic architecture in the Village of Ashley that shall be made available to the public free of charge at the Wornstaff Memorial Public Library in Ashley. The DCHS will provide a copy of the walking tour to the Ohio SHPO for review and approval prior to its publication and no later than August 31, 2006.

**III. FOSTERING AWARENESS OF HISTORIC PRESERVATION**

DCHS intends to use any proceeds generated from the sale of the Delaware County Pictorial History Books donated by the DCES that remain following the production and publication of the Village of Ashley walking tour to provide information or programming designed to foster awareness of important issues related to the preservation of historic properties.

**IV. TOWER ABANDONMENT**

If the DCES ceases radio communications service from this location, it shall notify the Ohio SHPO of its intentions for this facility and reopen consultation regarding future use or demolition of the tower within six months of the end of service.

**V. DISPUTE RESOLUTION**

Should the Ohio SHPO object within 30 days to any plans provided for review pursuant to this Memorandum of Agreement, the FCC shall consult with the Ohio SHPO to resolve the objection. If the FCC determines that the objection cannot be resolved, the FCC shall request further comments or recommendations of the Advisory Council concerning the dispute pursuant to 36 C.F.R. Part 800. Any Advisory Council comment provided in response to such a request will be taken into account by the FCC in accordance with 36 C.F.R. Part 800 with reference only to the subject of the dispute. The FCC’s responsibility to carry out all actions under the Memorandum of Agreement that are not the subject of the dispute will remain unchanged.

**VI. AMENDMENT**

This Memorandum of Agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the Advisory Council.

**VII. TERMINATION**

If any signatory to this Memorandum of Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VI, above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Memorandum of Agreement upon written notification to the other signatories.

Once the Memorandum of Agreement is terminated, and prior to work continuing on the undertaking, the FCC must either: (a) execute a Memorandum of Agreement pursuant to 36 C.F.R § 800.6; or (b) request, take into account, and respond to the comments of the Advisory Council under 36 C.F.R § 800.7. The FCC shall notify



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the signatories as to the course of action it will pursue.

VIII. ENFORCEMENT

Failure to carry out the terms of this Memorandum of Agreement will require that the FCC again request the comments of the Advisory Council, in accordance with 36 C.F.R. Part 800. If the terms of this Memorandum of Agreement are not implemented, the FCC shall provide the Advisory Council with the opportunity to comment on the effects and mitigation alternatives.

IX. OTHER REQUIREMENTS

The DCES will file with the FCC an application and environmental assessment within thirty (30) days of the effective date of this Memorandum of Agreement. The DCES will not initiate construction of the tower until the FCC has approved the environmental assessment.

Execution of this Memorandum of Agreement and implementation of its terms evidence that the FCC has afforded the Advisory Council a reasonable opportunity to comment on the DCES’s tower and that the FCC has taken into account the effects of this undertaking on historic properties. This Memorandum of Agreement shall be effective upon notice from the FCC that all parties have agreed to and signed this Memorandum of Agreement

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

RESOLUTION NO. 05-695

IN THE MATTER OF APPROVING A MEMORANDUM OF AGREEMENT AMONG THE FEDERAL COMMUNICATIONS COMMISSION, THE OHIO STATE HISTORIC PRESERVATION OFFICE, AND DELAWARE COUNTY EMERGENCY SERVICES REGARDING THE CONSTRUCTION OF A 9-1-1 COMMUNICATIONS TOWER IN RADNOR, DELAWARE COUNTY, OHIO:

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

**WHEREAS**, Delaware County Emergency Services (“DCES”) proposes to construct a 190-foot lattice communications tower at 4095 State Route 203 in Radnor Township, Delaware County, Ohio (with coordinates of N 40° 24’ 31.75” and W 82° 57’ 47.7”), for use by licensees of the Federal Communications Commission (“FCC”); and

**WHEREAS**, the FCC has determined the construction of the tower is a federal undertaking; and

**WHEREAS**, the proposed tower is subject to the registration, marking and lighting requirements of the FCC’s rules, 47 C.F.R. Part 17; and

**WHEREAS**, the DCES, pursuant to delegation from the FCC, initiated consultation with the Ohio State Historic Preservation Office (“Ohio SHPO”) under Section 106 of the National Historic Preservation Act (“NHPA”), as required by the FCC rules 47 C.F.R. § 1.1307 (a)(4); and

**WHEREAS**, the DCES, a signatory to this agreement, has acted on behalf of the FCC in complying with certain provisions of 36 C.F.R. Part 800 for this undertaking in accordance with a September 21, 2000 memorandum from the Advisory Council on Historic Preservation regarding “Delegation of Authority for the Section 106 Review of Telecommunications Projects”; and

**WHEREAS**, the FCC and the Ohio SHPO have determined the Area of Potential Effects (“APE”) for the proposed tower, as described in Attachment 1; and

**WHEREAS**, the FCC, in consultation with the Ohio SHPO, has determined that the tower will have an adverse effect on the John Baker Tavern at 4151 State Route 203 (DEL-713-2) (“Historic Property”), which is eligible for listing in the National Register of Historic Places (“NRHP”); and

**WHEREAS**, the FCC and the Ohio SHPO have determined that the John Baker Tavern is the only historic property within the APE that would be adversely affected by the tower; and

**WHEREAS**, the DCES, consistent with the FCC’s requirements for environmental review, has considered and evaluated a number of alternative sites for locating the proposed tower and has concluded that all of the sites considered are either unavailable for the DCES’s use or are unsatisfactory from a technical radio frequency perspective for the coverage needs of the communication system supported by the antenna to be located at the facility; and

**WHEREAS**, the DCES has consulted with the Ohio SHPO pursuant to 36 C.F.R. Part 800, regulations implementing Section 106 of the NHPA, and has been invited to participate in this Memorandum of Agreement;

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and

**WHEREAS**, Mr. and Mrs. David Kessler, owners of the Historic Property identified above are consulting parties to the Section 106 process and have been invited to concur in this Memorandum of Agreement; and

**WHEREAS**, Mr. and Mrs. David Kessler have agreed to have the Historic Property be nominated for inclusion in the NRHP; and

**WHEREAS**, members of the general public and other interested parties were afforded an opportunity to participate in and comment on this proceeding pursuant to a notice published in the Delaware Gazette on March 18, 2005; and

**WHEREAS**, local government officials of Delaware County approved construction of the tower at the proposed location on June 17, 2004; and

**WHEREAS**, the DCES has made a reasonable and good faith effort to identify and contact Indian tribes that might attach religious or cultural significance to historic properties within the APE, and

**WHEREAS**, the FCC has consulted with the Ohio SHPO and other consulting parties to ensure that historic properties affected by the construction of the tower are taken into account; and

**WHEREAS**, the Advisory Council on Historic Preservation ("Advisory Council") has declined to participate in the negotiation of this Memorandum of Agreement;

**NOW THEREFORE**, the FCC, the Ohio SHPO, and DCES agree that the undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties, and that these measures shall constitute full, complete and adequate mitigation measures under the NHPA and the implementing regulations of the Advisory Council and the FCC.

#### **STIPULATIONS**

The FCC, through coordination with DCES will ensure that the following measures are carried out:

##### **I. NATIONAL REGISTER NOMINATION**

DCES shall retain the services of a preservation professional to complete a National Register of Historic Places nomination for the John Baker Tavern (DEL-713-2) and list this property on the National Register of Historic Places. The preservation professional must meet the Secretary of the Interior's Professional Qualifications Standards (48 FR 4478-9) in historic architecture, architectural history, history, or architecture. The final draft of the NRHP nomination shall be submitted to the Ohio SHPO by May 31, 2006, and must be deemed acceptable for submission to the Ohio Historic Sites Preservation Advisory Board by Planning, Inventory, and Registration staff at the Ohio SHPO.

##### **II. ABANDONMENT**

In the event that DCES or its successor abandons the tower and associated facilities described herein, DCES or its successor shall disassemble the tower and associated facilities and notify the Ohio SHPO.

##### **III. DISPUTE RESOLUTION**

Should the Ohio SHPO object within thirty (30) days to any plans provided for review pursuant to this Memorandum of Agreement, the FCC shall consult with the Ohio SHPO to resolve the objection. If the FCC determines that the objection cannot be resolved, the FCC shall request further comments or recommendations of the Advisory Council concerning the dispute pursuant to 36 C.F.R. Part 800. Any Advisory Council comment provided in response to such a request will be taken into account by the FCC in accordance with 36 C.F.R. Part 800 with reference only to the subject of the dispute. The FCC's responsibility to carry out all actions under this Memorandum of Agreement that are not the subject of the dispute will remain unchanged.

##### **IV. ENFORCEMENT**

Failure to carry out the terms of this Memorandum of Agreement will require that the FCC again request the comments of the Advisory Council, in accordance with 36 C.F.R. Part 800. If the terms of this Memorandum of Agreement are not implemented, the FCC shall provide the Advisory Council with the opportunity to comment on the effects and mitigation alternatives.

##### **V. AMENDMENT**

This Memorandum of Agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the

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Advisory Council.

VI. TERMINATION

If any signatory to this Memorandum of Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation V, above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Memorandum of Agreement upon written notification to the other signatories.

Once the Memorandum of Agreement is terminated, and prior to work continuing on the undertaking, the FCC must either: (a) execute a Memorandum of Agreement pursuant to 36 C.F.R. § 800.6; or (b) request, take into account, and respond to the comments of the Advisory Council under 36 C.F.R § 800.7. The FCC shall notify the signatories as to the course of action it will pursue.

VII. OTHER REQUIREMENTS

The DCES will file with the FCC an application and environmental assessment within thirty (30) days of the effective date of this Memorandum of Agreement. The DCES will not initiate construction of the tower until the FCC has approved the environmental assessment.

Execution of this Memorandum of Agreement and implementation of its terms evidence that the FCC has afforded the Advisory Council a reasonable opportunity to comment on the proposed DCES tower and that the FCC has taken into account the effects of this undertaking on historic properties. This Memorandum of Agreement shall be effective upon notice from the FCC that all parties have agreed to and signed this Memorandum of Agreement.

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

RESOLUTION NO. 05-696

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING THE THIRD WEEK OF MAY 2005 AS  
NATIONAL EMERGENCY MEDICAL SERVICES WEEK IN THE COUNTY OF DELAWARE, OHIO:

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

**WHEREAS;** Emergency Medical Services is a vital public service; and

**WHEREAS;** the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS;** access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS;** the emergency medical services system consist of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others; and

**WHEREAS;** the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**THEREFORE** be it resolved by the Board of County Commissioners, Delaware County, State of Ohio, that this resolution be passed, recognizing the value and accomplishments of emergency medical services providers, and declaring the Third Week of May 2005 as:

EMERGENCY MEDICAL SERVICES WEEK

And encourage the community to observe this week with appropriate programs, ceremonies, and activities.

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

RESOLUTION NO. 05-697

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

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

Transfer of Funds		Amount
From	To	
22511607-5801	22411604-4601	\$246,018.92

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Children's Services/Transfers	JFS Child Protection/Interfund Revenue					
Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye

RESOLUTION NO. 05-698

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR PRESERVE AT SELDOM SEEN AND WOODS OF POWELL NORTH:

It was moved by Mr. Ward, seconded by Mr. Evans to approve sanitary sewer plan for Preserve At Seldom Seen And Woods Of Powell North for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye
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RESOLUTION NO. 05-699

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE VILLAGE OF SHAWNEE HILLS AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR THE DELAWARE COUNTY CODE COMPLIANCE DEPARTMENT TO PERFORM ALL PLAN REVIEW, PERMITTING, AND INSPECTION SERVICES WITHIN THE VILLAGE OF SHAWNEE HILLS:

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

CONTRACT

THIS CONTRACT, entered into by and between the **VILLAGE OF SHAWNEE HILLS**, Delaware County, Ohio (hereafter referred to as the “Village”), and the **DELAWARE COUNTY BOARD OF COMMISSIONERS** (hereafter referred to as the “Board of Commissioners”), this 16<sup>TH</sup> day of May, 2005, is as follows:

WHEREAS, the Village is desirous of having the Delaware County Code Compliance Department (hereafter referred to as the “Department”) perform all plan review, permitting, and inspection duties within the Village of Shawnee Hills relative to both residential and commercial construction as addressed by the Building Code of Delaware County (hereinafter the “ Building Code”); and

WHEREAS, the Board of Commissioners acting through the Delaware County Code Compliance Department, are willing and able to provide such services for the Village;

NOW THEREFORE, be it agreed by and between the parties hereto as follows:

1. The personnel of the Department shall perform all necessary plan review, permitting, and inspections for the Village as required by the Building Code.
2. The Department shall assess and collect all fees for permits required by the Building Code which are issued in the Village. The Department as full payment for its services shall retain said fees. The Department shall provide the Village with a report of all fees collected for all permits issued within the Village. Said report shall correspond with the Department’s fiscal year and list all fees collected which are associated with permits issued within the Village.
3. The Department agrees to issue no permits until the Village has issued a zoning certificate.
4. This agreement shall become effective on the date listed above and shall remain in effect until revoked by either party or by mutual consent of the parties.
5. This agreement may be revoked by either party hereto upon thirty (30) days written notice to the other party of intent to make such revocation.
6. Each party hereto shall remain liable for the acts or omissions of its own employees. At no time shall any employment or agency relationship be created between the parties.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye
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There being no further business the meeting adjourned.

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Glenn A. Evans

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Kristopher W. Jordan

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James D. Ward

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Letha George, Clerk to the Commissioners