

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 23, 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. 05-714

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 19, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held May 19, 2005 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 05-715

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0520:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0520, and Purchase Orders and Vouchers as listed:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Medtronic Physio Control	Annual Maintenance Agreement	10011303-5325	\$ 9,937.96
Safety Systems Corporation	Law- PPE Masks & amp; Filters	21511309-5238	\$ 8,232.85
Vouchers			
Bank of New York	1995 Interest Not Refunded	50111117-5720	\$ 18,282.50
Bank of New York	1995 Sewer Refunding Interest	50111117-5720	\$ 58,106.25
Bank of New York	1995 Sewer Refunding Interest	50111117-5720	\$ 79,525.63
Bank of New York	Interest Radios	50111117-5720	\$ 159,000.00
Bank of New York	Interest/ Jail Remodeling	50111117-5720	\$ 78,879.38
Bank of New York	Interest/ Hayes Refunding	50111117-5720	\$ 347,840.63
Bank of New York	Interest/ Alum Creek	50111117-5720	\$ 1,108,260.63
Huntington Bank	Interest/ 1997 Capital Facilities	50111117-5720	\$ 107,945.00
Delaware County Bank	Interest/Hayes Refunding	50111117-5720	\$ 9,975.00
Delaware County Bank	Interest/Tartan Fields	50111117-5720	\$ 12,973.75
CCAO SC	Gas/Utility Mar into Apr 2005	10011105-533833810	\$ 13,027.27
Noahs Ark Learning Center	Day Care	22411610-5348	\$ 5,144.00
Presbyterian Child Welfare	Residential Treatment 04/05	2251607-5342	\$ 37,440.00

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

RESOLUTION NO. 05 -716

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Court of Common Pleas is requesting that Kara Clark attend a Seminar on Dealing with the Suicidal in London, Ohio November 7, 2005, at the cost of \$50.00.

The Court of Common Pleas is requesting a \$9.00 increase to the previously approved travel request for Kara Clark and Doug Missman to attend a Crisis Intervention Conference.

The Department of Job and Family Services is requesting that Lisa Cabot attend a Child Placement Visit in Muncie, Indiana May 26, 2005, at the cost of \$25.00.

The EMS Department is requesting that Rob Farmer attend an EMS Instructor Update in Columbus, Ohio May 24, 2005, at the cost of \$50.00.

The Commissioners Office is requesting that James D. Ward, Glenn A. Evans, Letha George and Jennifer Walraven attend the CCAO Summer Conference in Wooster, Ohio June 20-21, 2005, at the cost of \$1,254.00.

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The Environmental Services Department is requesting that Jan Fawcett attend an Administrative Assistants Seminar in Columbus, Ohio July 25, 2005, at the cost of \$199.00.

The Administrative Services Department is requesting that Terry Lyn Conant attend a National Animal Control Academy Conference in Scottsdale, Arizona June 2-4, 2005, at no cost.

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

RESOLUTION NO. 05-717

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 6.451 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:

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

Whereas, on April 20, 2005, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Jill Tangeman Esq., agent for the petitioners, of 6.451 Acres, more or less, in Orange Township to the City of Columbus.

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Columbus or the Township of Orange.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 6.451 Acres, more or less, in Orange Township to the City of Columbus.

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

RESOLUTION NO. 05-718

IN THE MATTER OF APPROVING PLATS FOR ESTATES OF GLEN OAK SECTION 4, PHASE A; GLEN OAK SECTION 3, PHASE B AND VINMAR FARMS SECTION 2:

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

Estates Of Glen Oak Section 4, Phase A

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, And In Farm Lot 21, Quarter Township 2, Township 3, Range 18, United States Military Lands, Containing 11.641 Acres Of Land, More Or Less, Said 11.641 Acres Being Part Of That Tract Of Land Conveyed To Dominion Homes, Inc., By Deed Of Record In Official Record 439, Page 2666 And Official Record 494, Page 2166, Recorder’s Office, Delaware County, Ohio. Cost \$96.00.

Glen Oak Section 3, Phase B

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, Lying In Farm Lots 22 And 23, Quarter Township 2, Township 3 North, Range 18 West, United States Military District, Containing 11.974 Acres, More Or Less, Including 2.649 Acres Of Right Of Way Area. (0.082 Acres Are In Farm Lot 22, And 11.892 Acres Are In Farm Lot 23). Said 11.974 Acres Being 0.082 Acres Out Of The 5.669 Acre Tract Conveyed To Dominion Homes, Inc., An Ohio Corporation, By Deed Of Record In Official Record 214, Page 2359, And 11.892 Acres Out Of The 101.627 Acre Tract Conveyed To Dominion Homes, Inc. And Ohio Corporation, By Deed Of Record In Official Record 214, Page 2355, Records Of The Recorder’s Office, Delaware County, Ohio. Cost \$123.00.

Vinmar Farms Section 2

Situated In The State Of Ohio, County Of Delaware, Genoa Township, And In Farm Lot 6, Quarter Township 2, Township 3, Range 17, United States Military Lands, Containing 21.336 Acres Of Land, More Or Less, Said 21.336 Acres Being Part Of That Tract Of Land Conveyed To Dominion Homes Inc., An Ohio Corporation, By Deed Of Record In Official Record 434, Page 1044, Recorder’s Office, Delaware County, Ohio. Cost \$117.00.

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

RESOLUTION NO. 05-719

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**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR NORTH ORANGE SECTION 3,
PHASE 2, PART C AND MCCAMMON ESTATES SECTION 2:**

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

North Orange Section 3, Phase 2, Part C

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 23rd day of May 2005, between **BOB WEBB PARK PLACE, LLC**, as evidenced by the **NORTH ORANGE SECTION 3, PHASE 2, PART C** 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 3/23/05, 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 **TWENTY-SEVEN 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.

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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.

McCammon Estates Section 2

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 23rd day of May, 2005 between **M/I HOMES OF CENTRAL OHIO**, as evidenced by the **MCCAMMON ESTATES SECTION 2** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 5/6/05, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

All public improvement construction shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

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

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FIFTY-EIGHT THOUSAND SIX HUNDRED THIRTY-FIVE DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of **one year**. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer**

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has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

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

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

CONSTRUCTION

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

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

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUB DIVIDER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the **SUBDIVIDER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereby grants the **SUBDIVIDER** or his agent, the right and privileges to make the improvements stipulated herein.

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

RESOLUTION NO. 05-720

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR MCCAMMON CHASE PHASE 2; MCCAMMON CHASE PHASE 3 AND ESTATES OF GLEN OAK SECTION 2:

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

McCammon Chase Phase 2

The roadways to be accepted are as follows:

- An addition of 0.10 mile to **Township Road Number 1397, McCammon Chase Drive**
- An addition of 0.26 mile to **Township Road Number 1398, Jennifer Ann Drive**

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

McCammon Chase Phase 3

The roadways to be accepted are as follows:

- An addition of 0.22 mile to **Township Road Number 1219, Abbey Knoll Drive**
- **Westbrook Place**, to be known as **Township Road Number 1434**

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

Estates of Glen Oak Section 2

The roadways to be accepted are as follows:

- An addition of 0.39 mile to **Township Road Number 1417, Blue Holly Drive**
- An addition of 0.05 mile to **Township Road Number 1418, Snapdragon Way**
- **Tulip Way**, to be known as **Township Road Number 1431**
- **Summersweet Circle**, to be known as **Township Road Number 1432**
- **Scarlet Avenue**, to be known as **Township Road Number 1433**

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

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

RESOLUTION NO. 05-721

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR MCCAMMON CHASE PHASE 2; MCCAMMON CHASE PHASE 3 AND ESTATES OF GLEN OAK SECTION 2:

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

Stop Conditions –McCammon Chase Phase 2

- On Township Road Number 1398, Jennifer Ann Drive, at its intersection with Township Road Number 1397, McCammon Chase Drive

Stop Conditions – McCammon Chase Phase 3

- On Township Road Number 1434, Westbrook Place, at its intersection with Township Road Number 1219, Abbey Knoll Drive

Stop Conditions –Estates of Glen Oak Section 2

- On Township Road Number 1418, Snapdragon Way, at its intersection with Township Road Number 1417, Blue Holly Drive
- On Township Road Number 1431, Tulip Way, at its intersection with Township Road Number 1417, Blue Holly Drive
- On Township Road Number 1432, Summersweet Circle, at its intersection with Township Road Number 1417, Blue Holly Drive
- On Township Road Number 1432, Scarlet Avenue, at its intersection with Township Road Number 1417, Blue Holly Drive

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

RESOLUTION NO. 05-722

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR OAKS AT HIGHLAND LAKES PHASE 6:

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

Oaks at Highland Lakes Phase 6

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 **\$39,000** for the duration of the one year maintenance period. A Bond in that amount is available. The Engineer also request approval to return the Bond being held as construction surety to the developer, M/I Schottenstein Homes, Inc. A letter authorizing release of the Bond is available for your approval.

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

RESOLUTION NO. 05-723

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR VINMAR FARMS SECTION 2; ESTATES OF GLEN OAK SECTION 4, PHASE A AND GLEN OAK SECTION 3, PHASE B:

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

Vinmar Farms Section 2

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$346,797.50** and a Bond in that amount is available to cover the bonding of this project.

Estates of Glen Oak Section 4, Phase A

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The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$240,417.25** and a Bond in that amount is available to cover the bonding of this project.

Glen Oak Section 3, Phase B

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$273,223.70** and a Bond in that amount is available to cover the bonding of this project.

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

RESOLUTION NO. 05 -724

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

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

Permit #	Applicant	Location	Type of Work
U05084	Verizon	Liberty/Rutherford Roads	Place buried cable
U05091	Del-Mar Pipeline	Main/Panhandle/Horseshoe/Radnor/Norton /Penry/Troutman/Wiley Rds	Lay gas main
U05092	Del-Co Water	Radnor Road	Install waterline
U05093	Del-Co Water	Buttermilk Hill Road	Install waterline
U05094	Ohio Edison	Harriott Road	Relocate pole
U05095	Verizon	S. Old State Road	Place buried cable
U05096	Suburban Natural Gas	Orange Road	Bore gas main
U05097	Sprint	Center Village Road	Place buried fiber
U05098	Sprint	Sunbury Road	Place buried fiber

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

RESOLUTION NO. 05-725

IN THE MATTER OF APPROVING A CONTRACT WITH RICHLAND ENGINEERING LIMITED FOR THE PROJECT KNOW AS THE NORTH OLD STATE ROAD BRIDGE REPLACEMENT (DEL-CR10-15.11):

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

CONTRACT

AGREEMENT, made and entered into this 23rd day of May, 2005 by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **Richland Engineering Limited.**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of a lump sum fee amount not to exceed **\$102,860.00**, (One hundred two thousand, eight hundred and sixty dollars and zero cents), based on a Proposal for Engineering Services dated January 14, 2005, and cost proposal dated May 4, 2005, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional design services including preparation of construction contract plans and related engineering services as specified in the Proposal submitted by the **SECOND PARTY** for the project know **North Old State Road Bridge Replacement (DEL-CR10-15.11)**, Delaware County, Ohio. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the Delaware County Engineer.

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

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

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

RESOLUTION NO. 05-726

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IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE ENGINEER’S OFFICE
MAP DEPARTMENT:

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

Transfer of Appropriation		Amount
From	To	
10040401-5305	10040401-5201	\$1,000.00
Map Room/Training & Staff Development	Map Room/Office Supplies	
Vote on Motion	Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye	

RESOLUTION NO. 05-727

IN THE MATTER OF APPROVING THE CLIENT COMPLAINT REVIEW COMMITTEE FOR THE
COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) 2004:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program for the purpose of addressing local government needs; and

WHEREAS, the Delaware County Community Housing Improvement Program (CHIP) is one such program receiving financial assistance under the CDBG program for the purpose of addressing local housing needs throughout the county; and

WHEREAS, the County has received CDBG program funding for the CHIP 2004; and

WHEREAS, the State requires the County to appoint a Client Complaint Review Committee to resolve issues that cannot be solve by the County Program Administrator, and

WHEREAS, the Client Complaint Review Committee appointees will service until the CHIP 2004 Program ends in October 2006.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Commissioners determine that the following people be approved as the volunteers to the Client Complaint Review Committee.

Dominic Giordano – Gossing Construction
James Cesa - Community Action Organization
Michael Corbett - Delaware Creative Housing

Vote on Motion	Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye
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RESOLUTION NO. 05-728

IN THE MATTER OF SETTING DATE AND TIME FOR COUNTY’S FY 2005 CDBG PROGRAM PUBLIC
HEARING # 2:

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

Whereas, a public hearing will be held on **Monday, July 11, 2005, at 9:45 am** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is needed to consider the application for the FY 2005 CDBG Program.

Vote on Motion	Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye
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RESOLUTION NO. 05-729

A RESOLUTION AUTHORIZING THE USE OF THE DELAWARE COUNTY ECONOMIC AND COMMUNITY DEVELOPMENT INFRASTRUCTURE FUNDS TO ASSIST THE VILLAGE OF SUNBURY WITH THE CONSTRUCTION OF PUBLIC ROADWAY / INFRASTRUCTURE IMPROVEMENTS ON KINTNER PARKWAY; IMPROVEMENTS TO THE U.S. ROUTE 36 / STATE ROUTE 37 AND KINTNER PARKWAY INTERSECTION AT THE ENTRANCE TO THE SUNBURY INDUSTRIAL PARK; IMPROVEMENTS ALONG US-36 / SR-37 TO MILLER DRIVE; AND FOR ACCESS IMPROVEMENT ALL ASSOCIATED WITH THE PROPOSED AMERICAN SHOWA, INC. EXPANSION PROJECT:

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

WHEREAS, the economic activity within the Sunbury Industrial Park is recognized as a major element of the County’s economic base; and

WHEREAS, American Showa, Inc. desires to undertake an expansion project in the Sunbury Industrial Park at 707 W. Cherry Street, in the Village of Sunbury, that is estimated to result in \$6,000,000 in new real property improvements, over \$18,000,000 in new personal property investment, and the creation of 100 new full-time equivalent job opportunities; and

WHEREAS, assistance is required for the construction of public roadway intersection infrastructure improvements along Kintner Parkway from Stelzer Court to US-36 / SR-37; improvements to the U.S. Route 36 / State Route 37 and Kintner Parkway Intersection at the entrance to the Sunbury Industrial Park; improvements to US-36 / SR-37 from Kintner Parkway to Miller Drive including improved access to the American Showa facility and additional turning lanes all to support the proposed American Showa, Inc. economic development expansion project, and without said assistance the proposed project would not be constructed; and

WHEREAS, Delaware County has established an Economic and Community Development Infrastructure Fund, capitalized through repayment from various economic development projects, in order to assist such projects.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners authorizes the use of the Delaware County Economic and Community Development Fund in a total amount up to and not to exceed \$175,000, to assist the American Showa’s economic development expansion project and the Village of Sunbury with the cost of constructing public roadway intersection infrastructure improvements along Kintner Parkway from Stelzer Court to US-36 / SR-37; improvements to the U.S. Route 36 / State Route 37 and Kintner Parkway Intersection at the entrance to the Sunbury Industrial Park; improvements to US-36 / SR-37 from Kintner Parkway to Miller Drive including improved access to the American Showa facility and additional turning lanes in support of said American Showa, Inc. Expansion project in the Village of Sunbury.

Section 2. It is anticipated that said funds used for constructing said public roadway intersection infrastructure improvements, shall be provided to the Village of Sunbury in the form of a reimbursable grant, subject to the Village of Sunbury entering into an Agreement with the Delaware County Board of Commissioners. Said funds shall be reimbursed to the County through a Tax Increment Financing (TIF) Agreement.

Section 3. Use of these funds is conditioned on American Showa, Inc. agreeing to construct their proposed expansion project in the Sunbury Industrial Park, in the Village of Sunbury, and create a minimum of 100 new full-time permanent jobs as part of the proposed expansion project, with a minimum of 51% of these new jobs to be filled by qualifying LMI individuals, and agreeing to follow all applicable CDBG rules and regulations during the project time period, including environmental review clearance, proper procurement procedures and payment of Federal Prevailing Wage Rates, as appropriate.

Section 4. Use of these funds is conditioned on the Village of Sunbury agreeing to follow all applicable CDBG rules and regulations during the construction of the proposed roadway intersection infrastructure improvements, including environmental review clearance, proper procurement procedures and payment of Federal Prevailing Wage Rates, as appropriate.

Section 5. That this resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 05-730

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE OF THE BID SUBMITTED BY GEORGE IGEL & COMPANY FOR THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST IN FUNDING OF THE OHIO DEPARTMENT OF TRANSPORTATION’S, TRANSPORTATION ENHANCEMENT PROGRAM (TEP) PROJECT KNOWN AS THE VILLAGE OF ASHLEY DOWNTOWN STREETScape IMPROVEMENTS PROJECT:

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

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

WHEREAS, Delaware County has established a Revolving loan Fund (RLF) capitalized with the payback from

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CDBG loans to local businesses; and

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

WHEREAS, via Resolution 05-147, the Delaware County Commissioners approved up to \$152,700 (20% of the total estimated construction project cost) in RLF infrastructure grant funding to the Village of Ashley, Ohio to assist in the construction of Downtown Streetscape Improvements; and

WHEREAS, the Village of Ashley will receive \$251,000 in TEA -21 program funding through the Ohio Department of Transportation, Mid-Ohio Regional Planning Commission in the amount up to \$359,800 in order to partially fund the Ashley Downtown Streetscape Project; and

WHEREAS, the project was bid out and bids were received April 20, 2005; and

WHEREAS, Ohio Department of Transportation has reviewed the bids received, and the bid submitted by George Igel & Co., in the amount of \$725,520.40 has been determined to be the lowest and best bid.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Board of Commissioners authorizes the acceptance of the bid by George Igel & Co. by the Ohio Department of Transportation and Delaware County Revolving Loan Fund (RLF) funding in the amount of up to \$152,700 for the Ashley Streetscape Project.

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

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

RESOLUTION NO. 05-731

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

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Adjustment to Basic Rates
Atanya Brown 3477 Courtland Dr. Lewis Center, Ohio 43035	Infant Toddler Preschool Schoolage	\$2.75 \$2.75 \$2.50 \$2.50	None

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

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

RESOLUTION NO. 05-732

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN SENTINEL OFFENDER SERVICES, LLC AND THE DELAWARE COUNTY ADULT COURT SERVICES FOR GLOBAL POSITIONING SATELLITE AND RADIO FREQUENCY MONITORING:

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

GLOBAL POSITIONING SATELLITE (GPS)
AND RADIO FREQUENCY MONITORING AGREEMENT

This SERVICES AGREEMENT (this “Agreement”) dated as of January 17, 2005, is entered into by and between Sentinel Offender Services, LLC, a Delaware limited liability company (“Sentinel”), having its principal place of business at 220 Technology Drive, Suite 200, Irvine, California 92618, and the Delaware County Adult Court Services (“Customer”) having its principal place of business at 115 North Sandusky Street (22 Court Street), Delaware, Ohio 43015.

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RECITALS

A. Sentinel is engaged in the business of providing the Services (as defined at Section 1.1) to community correctional entities.

B. Delaware County desires to supervise a certain portion of their offenders currently in custody in a Global Positioning Satellite (GPS) supervision and tracking program that is to monitor the offender through one of the different levels of monitoring provided by Sentinel.

C. Delaware County also desires to supervise a portion of their offenders currently in custody on an electronic monitoring program that is to monitor the offender at his residence.

D. Sentinel and Customer desire to enter into a relationship whereby Sentinel shall provide the Services to Customer on the terms and subject to the conditions set forth herein including certain payments and considerations.

NOW THEREFORE, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Services; Equipment; and Customer's Responsibilities

1.1 Services to be Performed. During the Term (as defined at Section 3.1), Sentinel shall provide to Customer the services described at Exhibit "A" attached hereto (the "Services"). Sentinel shall provide the Services by qualified personnel in a professional manner. SENTINEL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Customer acknowledges that Sentinel's ability to provide the Services effectively is dependent on factors outside of its control, including without limitation, prompt reporting by Customer of observed defects or deficiencies in any equipment assigned to or retrieved from participant offenders, proper maintenance of equipment by Customer, extended power outages, disconnection or other loss/interruption of telephone lines, operation of wireline and wireless networks, internet connectivity, and scrambling, interruption, suspension, or other interference in the transmission of radio signals or signals to or from global positioning satellites. Accordingly, Customer acknowledges that Sentinel is making no representation or warranty that the provision of Services will be made available without interruption or will operate error-free.

1.2 Equipment. During the Term, Sentinel shall provide and maintain certain equipment ("Sentinel Equipment") in connection with its provision of the Services. All Sentinel Equipment provided under this Agreement shall remain the sole and exclusive property of Sentinel. Sentinel Equipment in Customer's possession, custody or control is set forth at Exhibit "B" attached hereto ("Customer-Controlled Equipment"). Customer-Controlled Equipment shall be used in accordance with the instructions of Sentinel. Customer shall pay to Sentinel the full replacement or repair costs for any alteration, tampering, damage, destruction or loss of such Equipment within 30 days of receipt of Sentinel's invoice for such replacement or repair costs, *provided, however*, that neither the program participant nor the Customer shall be responsible for damage to Customer-Controlled Equipment that Sentinel determines was caused by ordinary "wear and tear."

1.3 Customer's Responsibilities. In addition to any other obligations of Customer set forth herein, Customer shall be responsible for the obligations set forth at Exhibit "C" attached hereto ("Customer Responsibilities").

Section 2. Service Fees and Payments

2.1 Service Fees. Customer shall pay to Sentinel fees for the Services (collectively, the "Service Fees") in accordance with the fee structure set forth at Exhibit "D" attached hereto (the "Fee Table"). Sentinel shall calculate the Service Fees on a monthly basis and shall invoice Customer for the Service Fees incurred during the preceding month (a "Service Fee Invoice"). The Service Fees shall be due and payable by Customer immediately upon receipt of a Service Fee Invoice.

2.2 Payments and Acceptance. Unless otherwise stated in the Fee Table, all payments required under this Agreement shall be made by direct deposit to Sentinel's account, by duly delivered check, or by confirmed wire delivery of funds. Customer acknowledges and understands that acceptance by Sentinel of any payments under this Agreement shall not prevent Sentinel at any later date from disputing the amount owed or from demanding more information from Customer regarding payments finally due.

2.3 Late Payments. If Customer fails to pay any payment due under this Agreement on or before the due date thereof, then the delinquent amount shall bear interest at a rate of 1.5% per month from the due date until paid. If this rate exceeds the maximum rate allowable by law, then interest shall accrue at the maximum rate allowable by law.

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Section 3. Term; Termination; and Suspension

3.1 Term. This Agreement is effective as of June 1, 2005, and shall continue in full force and effect until May 31, 2006, (The "Initial Term"). This Agreement will be deemed to be renewed annually ("Renewal Term") upon the expiration of the Initial Term, unless a party hereto notifies the other party thirty (30) days prior to renewal that this Agreement will be terminated or unless this Agreement is subject to early termination pursuant to Sections 3.2 or 9.12 (the "Term").

3.2 Termination. Upon a party's material breach of the terms and conditions of this Agreement, the non-breaching party shall notify the breaching party in writing indicating the nature of such breach. If the breaching party fails to cure the breach within 30 calendar days of its receipt of written notice from the non-breaching party, the non-breaching party may immediately terminate this Agreement.

3.3 Rights Upon Termination. Upon termination or expiration of this Agreement:

(a) Sentinel shall immediately cease to provide the Services; *provided, however*, that Sentinel shall continue to provide the services described at Exhibit "E" attached hereto ("Post-Termination Services");

(b) Each party shall return to the other party all copies of any Confidential Information (as defined at Section 5.1) or other materials received from the other party;

(c) Sentinel shall give to Customer all copies of Private Information (as defined at Section 5.3);

(d) Customer shall pay to Sentinel all fees due and owing under this Agreement as of the date of termination or expiration of this Agreement; and

(e) If requested by either party, the parties will issue a mutually acceptable communication regarding the termination or expiration of the Agreement.

3.4 Suspension. Sentinel reserves the right, but assumes no obligation, to suspend performance immediately if Customer is more than 30 days overdue in payments or if, in Sentinel's reasonable judgment, Customer has materially breached any obligation set forth herein.

Section 4. Marketing

Customer agrees that Sentinel may include Customer's name in listings of Sentinel's customers. Upon mutual agreement of the parties, Sentinel and Customer shall participate in opportunities to promote their relationship in marketing and promotional efforts during the Term.

Section 5. Confidentiality and Privacy

5.1 Nondisclosure and Limited Use. Each party acknowledges that by reason of its relationship to the other party under this Agreement it will have access to certain information and materials concerning the other party's business, plans, customers (including criminal records), technology and products that are confidential and of substantial value to such party ("Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties. Each party agrees to maintain all Confidential Information received from the other party, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Confidential Information only for the purpose of performing this Agreement.

5.2 Exclusions. The parties' obligations of non-disclosure and limited use set forth at Section 5.1 shall not apply to Confidential Information which: (a) is or becomes a matter of public knowledge through no fault of or action by the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such Confidential Information without restriction; (d) is independently developed by the receiving Party without resort to Confidential Information which is confidential under this Agreement; or (e) is required by law or judicial order, *provided* that prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability.

Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Confidential Information, or, at the disclosing party's option, shall destroy all such Confidential Information as the disclosing party may designate.

5.3 Private Information. Sentinel acknowledges and understands that it may produce certain private information, records and other materials concerning inmates, probationers, juveniles and other private persons that are confidential ("Private Information"), the disclosure of which may violate applicable privacy laws. Sentinel shall maintain all Private Information in confidence and agrees not to disclose or otherwise make available such Private Information to any third party without the prior written consent of Customer, *provided, however*, that Sentinel shall

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be entitled to disclose any Private Information to the extent required by law or judicial order. Sentinel further agrees to use the Private Information only for the purpose of performing this Agreement.

Section 6. Representations and Warranties

Each party to this Agreement represents and warrants to the other that (a) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) this Agreement has been duly authorized by all necessary action on the part of such party and constitutes a valid and legally binding obligation of such party, enforceable in accordance with its terms and conditions; (c) such party need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement; and (d) such party is not a party to any written or oral agreement, understanding, arrangement or contract that prohibits the performance of its obligations hereunder.

Section 7. ~~Indemnity~~ Acknowledgments

~~Customer shall defend, indemnify and hold harmless Sentinel and its respective officers, directors, agents and employees (such persons, their successors and assigns, are referred to herein as the "Indemnified Parties") from and against any and all claims, demands, actions, suits, causes of action, damages, costs and expenses (including, without limitation, attorneys' fees) which are hereafter made, sustained or brought against any of the Indemnified Parties by any third party for the recovery of damages or workers' compensation benefits for property damage, personal injury, bodily injury, illness or death arising in connection with or alleged to arise in connection with Sentinel's operations or its provision of or failure to provide the Services unless such claims, demands, actions, suits, causes of provision of or failure to provide the Services unless such claims, demands, actions, suits, causes of action, damages, costs and expenses allegedly occurred as a sole result of the willful misconduct or gross negligence by such Indemnified Party.~~

Customer acknowledges that Sentinel is providing the Sentinel Equipment and the Services specifically referenced in Exhibit A hereto. Sentinel is not involved in establishing criteria or otherwise providing advice or guidance on the selection of participant offenders, it being understood that all risk associated with selection and course of monitoring is expressly borne by Customer. In addition, Customer acknowledges its maintenance responsibilities with respect to all Customer Controlled Equipment and that Sentinel has not made any representation or warranty that the Services will be available without interruption or that they will be provided error free. Customer assumes full responsibility for responding to alert signals indicating violations by participant offenders.

Section 8. Limitation of Liability

8.1 Disclaimer. Customer acknowledges that it is solely responsible for the decision to use the Services and all decisions regarding the selection of third parties that will have access to or contact with the Services, including, without limitation, probationers, juveniles and Customer's employees. SENTINEL DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR CUSTOMER'S DECISIONS DESCRIBED IN THIS SECTION 8.1.

8.2 Service Availability. SENTINEL DOES NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE ON A SPECIFIED DATE OR TIME OR THAT THE SERVICES WILL FUNCTION ON AN ERROR-FREE BASIS. AT ANY GIVEN TIME, THE EQUIPMENT OR SOFTWARE USED IN CONNECTION WITH THIS AGREEMENT MAY MALFUNCTION AND FAILURES IN THE SERVICES MAY OCCUR FROM TIME TO TIME. CUSTOMER AGREES THAT SENTINEL WILL NOT BE LIABLE FOR ANY DAMAGES OR HARMS, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY, BODILY INJURY, ILLNESS OR DEATH, THAT CUSTOMER OR CUSTOMER'S EMPLOYEES, AGENTS OR OTHER AFFILIATES MAY INCUR ARISING OUT OF SENTINEL'S OPERATIONS OR ITS PROVISION OF OR FAILURE TO PROVIDE THE SERVICES.

8.3 Limitation of Damages.

(a) ~~EXCEPT FOR INDEMNIFICATION PURSUANT TO SECTION 7 OR BREACH OF ANY CONFIDENTIALITY OR PRIVACY OBLIGATIONS SET FORTH AT SECTION 5,~~ NEITHER PARTY, NOR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, REPRESENTATIVES, OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, REPRESENTATIVES, OR AFFILIATES FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ARISING IN CONNECTION WITH THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Sentinel's aggregate liability to Customer relating to or arising out of this Agreement, whether in contract, tort, or otherwise, shall not exceed (i) the total amounts paid by Customer to Sentinel during the 12 month period immediately preceding the event which gave rise to

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Customer's claims or (ii) \$20,000, whichever is less.

Section 9. General Provisions

9.1 Assignment. This Agreement and all rights and duties hereunder may not be assigned, mortgaged, sublicensed, delegated, or otherwise encumbered by any party or by operation of law without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that a party's rights hereunder may be transferred to a successor of all or substantially all of the business and assets of the party regardless of how the transaction or series of related transactions is structured.

9.2 Notices. All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "overnight courier"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to Sentinel:

Sentinel Offender Services, LLC
220 Technology Drive
Suite 200
Irvine, California 92618
Telephone No.: (949) 453-1550
Facsimile No.: (949) 453-1554
Attention: Robert A. Contestabile, President

With a copy to:

Latham & Watkins
650 Town Center Drive, 20th Floor
Costa Mesa, California 92626
Telephone No.: (714) 540-1235
Facsimile No.: (714) 755-8290
Attention: Patrick T. Seaver, Esq.

If to Customer:

Delaware County Adult Court Services
22 Court Street

Delaware, Ohio 43015

Telephone No. (740) 833-2571

Attention: Mr. Doug Missman, Director

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the overnight courier, if delivered by overnight courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy.

If either party changes its address for purposes of notices hereunder, such party shall give written notice of such change to the other party in accordance with this Section 9.2.

9.3 Entire Agreement. This Agreement (together with the other written agreements specifically referred to herein) shall constitute the entire agreement between the parties hereto and shall supersede any other agreements (including the existing monitoring agreement presently in effect with Customer), whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

9.4 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Orange County, California, in accordance with the Rules of the American Arbitration Association then in effect. Any award issued as a result of such arbitration shall be final and binding between the parties thereto, and shall be enforceable by any court having jurisdiction over the party against whom enforcement is sought. The arbitrator(s) shall have the right to award costs to the prevailing party and shall be bound by limitations on liability or remedies set forth in this Agreement.

9.5 Governing Law And Choice Of Forum. This Agreement shall be construed and governed in accordance with the internal laws of the State of California. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, or to enforce the decision of an arbitrator rendered in

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accordance with Section 9.4, the parties agree that such action will be brought in the Orange County Superior Court or in the U.S. District Court for the Central District of California, Orange County Division, and the parties hereby submit to the exclusive jurisdiction of said courts.

9.6 Attorney's Fees. In the event of any action, claim or arbitration between the parties hereto relating to the Agreement or the breach, the prevailing party in such action shall be entitled to recover from such other party the costs and expenses of such prevailing party, including reasonable fees of attorneys and other advisors, incurred in taking or defending such action or claim.

9.7 Nonsolicitation of Employees. The undersigned parties agree not to solicit, hire or initiate any direct conversations regarding hiring any employee of the other party, without the prior written consent of the person's current employer.

9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

9.9 Severability. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

9.10 Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement or any Exhibit thereto, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

9.11 Waiver. Failure of either party at any time to require the performance of any provision under this Agreement shall not affect the right of such party to require full performance thereafter and a waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of any further or similar breach or as nullifying the effectiveness of such provision.

9.12 Force Majeure. If performance hereunder is interfered with by any condition beyond a party's reasonable control (a "Force Majeure Event"), the affected party shall be excused from such performance to the extent of such condition, *provided, however* that if a Force Majeure Event detrimentally affects a party's performance of a material covenant hereunder for 30 days or more, the other party can terminate this Agreement. The party whose performance is prevented by a Force Majeure Event shall immediately inform the other party of the state of affairs.

9.13 Independent Contractors. Sentinel and Customer are independent entities, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. No party shall make any warranties or representations on behalf of any other party.

**EXHIBIT "A"
THE SERVICES**

- **Basic Services**

Sentinel will provide GPS and radio frequency electronic monitoring equipment that is to be used by Delaware County Adult Court Services. Customer personnel will install and issue this equipment to individuals that it deems appropriate to participate on either a Global Positioning Satellite tracking system or a Radio Frequency monitoring system.

- **Training Services**

Sentinel will provide the necessary training to Customer personnel prior to provision of the equipment. If required, Sentinel can provide training to other Customer personnel at a central facility as the program expands.

- **Maintenance Services**

Delaware County personnel will be instructed as to how to properly maintain the monitoring equipment while in their possession. This is part of the aforementioned training session. Any maintenance concerns that cannot be corrected by the Customer's personnel will be forwarded to Sentinel's Equipment Warehouse for further investigation.

- **Hours of Operation**

The Sentinel SenTrak offender tracking software operates 24 hours a day, **7 days a week, 365** days a year. Our

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National Service Center supports this operation at all times. The National Service Center operates seven (7) days a week, twenty-four (24) hours a day, throughout the year. Our monitoring center can be contacted at 800.551.4911.

• **Reports**

For report and activity information, the Customer will be able to access our SenTrak software through either a standard computer or laptop connection, as well as through the Officer Control Unit, the CommandTrak. The reports can then be printed for additional officer viewing as needed.

• **Record Retention**

All monitoring activity reports remain accessible for a period of five (5) years. Retrieval of current client activity records is accessible immediately, while retrieval of records that may have been archived due to extensive completion dates may require a minimum of 72 hours to retrieve and deliver to Customer personnel.

EXHIBIT “B”
CUSTOMER-CONTROLLED EQUIPMENT

As required by this Agreement, Sentinel will provide to the Customer the required amount of electronic monitoring equipment in order for successful operation of the program. This equipment will be provided to the Customer at no cost except for the TrakMate cellular GPS unit, which will incur a daily shelf cost of \$2.00 due to its active cellular service. For all other equipment, Sentinel will only charge the Customer for any equipment that is actually in use on an offender. Sentinel will provide the Customer with sufficient inventory to maintain a 10% shelf stock. The Customer agrees to maintain a 90% utilization rate at all times. Active monitoring costs will be incurred in daily increments from the time of equipment installation until the time of the equipment’s removal from the offender. It will be the Customer’s responsibility to notify Sentinel’s National Service Center of all equipment installations and removals in order to maintain a correct billing record. Sentinel will not be responsible if the Customer fails to delete an offender from the program on the required date, and the Customer incurs additional charges.

All equipment that is used by offenders on this program will be the sole responsibility of Customer. Customer agrees to be responsible for any lost or damaged Sentinel Equipment supplied hereunder which is lost or damaged while on the premises of or in control of Customer or while in the possession of Customer’s participants and reimburse Sentinel for same under Exhibit D, Lost or Damaged Equipment Schedule. Customer is responsible to immediately report any and all lost or damaged Equipment to Sentinel’s National Service Center. Customer is responsible to verify its equipment inventory each year as a condition of renewal of this Agreement. Any lost or damaged equipment found as a result of the inventory, not previously reported, will be the responsibility of the Customer and will be invoiced for payment prior to renewal of this Agreement.

EXHIBIT “C”
CUSTOMER RESPONSIBILITIES

The Customer will be responsible for the safekeeping of the equipment in the interim between its use on program participants. Customer agrees to maintain equipment in a safe and secured location as to prevent any theft or damage due to negligence. In addition, the Customer will be responsible for the installation, instructions to offender, and subsequent removal of the monitoring equipment from the program participant. Customer also understands that the daily limited, maintenance of the equipment will be the responsibility of the Customer. All other repairs will be the responsibility of Sentinel.

In addition, the Customer agrees to use all of the proper paperwork and transmittals that are required in order to properly and efficiently monitor an offender. This includes, but is not limited to, providing complete offender information forms to Sentinel’s National Monitoring Center, maintaining a reasonable inventory for future participants, keeping an appropriate record of all equipment in use including alleged problems with any units, and the prompt payment of any service fees due to Sentinel as stated in this Agreement.

EXHIBIT “D”
FEE TABLE

The fees that will be applicable for this program are:

<u>SERVICE</u>	<u>RATE</u>
Daily Electronic Monitoring — RF only	\$3.50 per day, per active unit only
Global Positioning Satellite Tracking	
Level One — Passive Tracking	\$ 6.00 per day, per active unit
Level Two — On -Demand Contact	\$ 9.00 per day, per active unit
Level Three — Active Tracking	\$12.00 per day, per active unit

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Shelf Cost for TrakMate GPS Unit Only \$ 2.00 per day, per unit not in use

EQUIPMENT

CommandTrak & RemoteTrak FVU \$3.00 per day, per unit in possession

Normal annual consumables allowed for each set of equipment are defined as four straps, eight backplates, and one battery per year. Consumables ordered in excess of the normal annual per set will be charged at:

Straps: \$7.00 each
Backplates: \$1.50 each
Batteries: \$9.50 each (warranted for one year)

Normal shipping is ground delivery and is paid by Sentinel. Rush shipments, i.e., overnight/next day will be invoiced to the Customer for the additional shipping costs. Customer will only be invoiced for the difference between ground shipping and overnight/next day. Customer is responsible for shipping charges incurred as a result of excess inventory returns.

LOST/DAMAGED EQUIPMENT SCHEDULE

GPS Tracking Unit \$ 800.00
Transmitter \$ 350.00
Receiver \$1,000.00
Shipping/Storage Case \$ 100.00
Lock \$ 175.00

Sentinel will forward an invoice to the Customer at the end of every calendar month for the services that were provided in that period. All payments will be due and payable as stated in this Agreement.

EXHIBIT “E”
POST-TERMINATION SERVICES

In the event that either party terminates this agreement, all procedures and requirements will be finalized according to the agreed upon manner. Sentinel will provide all services up until the expiration date of the contract, upon which it will be the Customer’s responsibility to return all monitoring equipment and supplies that are in the possession of the Customer or an offender to Sentinel.

Sentinel will not be responsible for the monitoring of any offender once the agreement expiration date expires. Any monitoring services after said date will have to be described in writing, and consented to by both parties. Any fees associated with this hold over of services period will be due and payable in the same manner as all other fees were collected.

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

RESOLUTION NO. 05-733

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR MCCAMMON ESTATES SECTION 2 AND SCIOTO RESERVE EXPANSION:

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

McCammon Estates Section 2

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 23rd day of May 2005, by and between M/I HOMES OF CENTRAL OHIO, LLC. as evidenced by the McCAMMON ESTATES SECTION 2 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$165,200, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 56 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the

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sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$88,677.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall be credited **\$8000** (McCammon Estates Trunk inspection fees overpayment), estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop

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drawings, construction schedules, operation of facilities and other matters incident hereto.

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

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

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

Scioto Reserve Expansion

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

THIS AGREEMENT executed on this 23rd day of May 2005, by and between **TRIANGLE REAL ESTATE SERVICES INC.** SUBDIVIDER, as evidenced by the **SCIOTO RESERVE EXPANSION** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$76,725**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$6140**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

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

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment

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installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

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

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

RESOLUTION NO. 05-734

IN THE MATTER OF APPROVING DELAWARE COUNTY CODE COMPLIANCE BEGINNING ENFORCEMENT OF THE 2005 OHIO BUILDING CODE (OBC), THE 2005 OHIO MECHANICAL CODE (OMC) AND THE 2005 OHIO PLUMBING CODE (OPC):

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

WHEREAS, the Ohio Board of Building Standards has established March 1, 2005, as the effective date of the code update; and

WHEREAS, such changes shall require construction documents to be reviewed for designs that comply with the 2005 codes starting March 1, 2005; and

WHEREAS, the Ohio Board of Building Standards has authorized the use of the current codes (the 2002 OBC, 2002 OMC and the 2002 OPC) as an alternative compliance option until September 1, 2005; and

WHEREAS, after September 1, 2005, the option to use the current codes (2002 versions) will end and all construction documents shall comply with the 2005 codes; and

WHEREAS, by virtue of the changes to the Ohio Codes, Delaware County Code Compliance is now required to assure adherence to the Ohio Board of Building Standards notice of the code updates; and

NOW THEREFORE, WE THE DELAWARE COUNTY BOARD OF COMMISSIONERS DO HEREBY ACKNOWLEDGE THE REQUIREMENTS OF THE CHANGES TO THE OHIO BUILDING CODE, THE OHIO MECHANICAL CODE & THE OHIO PLUMBING CODE AND THE REQUIREMENT FOR DELAWARE COUNTY CODE COMPLIANCE TO ADMINISTER SUCH CHANGES.

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

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RESOLUTION NO. 05-735

IN THE MATTER OF ACCEPTING THE FY05 STATE HOMELAND SECURITY GRANT FOR THE
DELAWARE COUNTY OFFICE OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT:

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

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management is eligible to receive the FY05 State Homeland Security Grant FOR \$306,960.00, and;

WHEREAS, these grant funds will provide public safety forces throughout the County the ability to better mitigate, plan, respond and recover from a Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) Incident, and;

WHEREAS, these Federal funds were identified following the Terrorist events of “9/11” specifically for use at the local level;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve acceptance of this grant award for a total amount of \$306,960.00 for the purpose of improving the overall response capability within the County to CBRNE incidents.

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

RESOLUTION NO. 05-736

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE EMERGENCY
SERVICES DEPARTMENT:

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

Transfer of Appropriation		Amount
From	To	
21411306-5450	21411306-5320	\$10,000.00
911/Machinery & Equipment	911/Data Processing Services	

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

RESOLUTION NO. 05-737

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR DELINQUENT TAX:

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

Transfer of Appropriation		Amount
From	To	
23512102-5001	23512102-5312	\$1,368.85
Delinquent Tax Prosecutor/Compensation	Delinquent Tax Prosecutor/Advertising & Legal	

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

RESOLUTION NO. 05-738

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

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

Transfer of Appropriation		Amount
From	To	
29031318-5345	29031318-5102	\$20.27
Concealed Handgun-Safety & Security	Concealed Handgun/Workers Comp	

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

RESOLUTION NO. 05-739

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

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

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Supplemental Appropriation		Amount
10031317-5001	Contract Deputies/Compensation	\$36,545.60
10031317-5004	Contract Deputies/Overtime	\$3,954.00
10031317-5101	Contract Deputies/Hospital Insurance	\$12,480.00
10031317-5102	Contract Deputies/Worker's Comp	\$344.25
10031317-5120	Contract Deputies/PERS	\$6,763.43
10031317-5131	Contract Deputies Medicare	\$587.24
Vote on Motion	Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye	

RESOLUTION NO. 05-740

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Rhonda Griffith will be required to take 80 hours of leave without pay for the pay period of 0501011.

Vote on Motion	Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye
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RESOLUTION NO. 05-741

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF LAND ACQUISITION AND FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:42AM.

Vote on Motion	Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye
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RESOLUTION NO. 05-742

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

Glenn A. Evans

Kristopher W. Jordan

James D. Ward