

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 25, 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. 05-980

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 21, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held July 21, 2005 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 05-981

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0722:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0722, and Purchase Orders and Vouchers as listed below:

<b>Increases</b>					
Buckeye Ranch	Residential Treatment	22511607-5342	\$	7,614.00	
<b>Vouchers</b>					
Modern Office Methods, Inc	Color Copiers	22311611-5450	\$	26,896.00	
Laerdal Medical Corp	Simman Patient Simulator	21511309-5450	\$	36,671.04	
Gateway	Computers	22311611-5260	\$	7,302.96	
AEP	Electric	10011105-5338	\$	13,921.65	

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

RESOLUTION NO. 05 -982

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Auditor is requesting that Dedra Hall attend a Bi Tech National Users Conference in Orlando, Florida on October 4-8, 2005, in the amount of \$1,394.00

The Auditor is requesting that Seiji Kille attend a Bi Tech National Users Conference in Orlando, Florida on October 5-7, 2005, in the amount of \$1076.59

The Auditor is requesting that Jane Tinker attend the Ohio GFOA Fall Conference at Cleveland on September 13-15, 2005, at a cost of \$570.00

Commissioners are requesting that Jim Ward attend Conflict Resolution Refresher Course at Mohican State Park on September 23, 2005, at a cost of \$60.00

Commissioners are requesting that Jim Ward and Dave Cannon attend a Bond Rating Presentation in Chicago, IL on July 27-28, 2005, at a cost of \$840.00

Economic Development is requesting that Tim Boland attend the International Economic Development Council in Chicago, IL on September 25-28, 2005, at a cost of \$1583.00

CSEA is requesting that Christine Dobrovich, Susan Brown, Wendy Shannon and Joyce Rhodes attend a Child Support Leadership Training at Fairfield, Ohio on August 12, 2005, at a cost of \$200.00.

The Engineer is requesting that Doug Riedel and Jessica Piatt attend the 2005 Ohio Bridge Conference at Columbus on August 17-18, 2005, at a cost of \$323.00.

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

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 25, 2005

RESOLUTION NO. 05-983

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

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

Transfer of Appropriation		
From	To	
10031303-5101	10031303-5338	6,000.00
Sheriff Jail/Hospital Insurance	Sheriff Jail/Utilities	
10031303-5101	10031303-5342	4,000.00
Sheriff Jail/Hospital Insurance	Sheriff Jail/Medical & Health Services	
10031303-5101	10031303-5345	10,000.00
Sheriff Jail/Hospital Insurance	Sheriff Jail/Safety & Security	
10031303-5120	10031303-5345	20,000.00
Sheriff Jail/PERS	Sheriff Jail/Safety & Security	
10031303-5120	10031303-5345	10,000.00
Sheriff Jail/PERS	Sheriff Jail/Safety & Security	
10031303-5102	10031303-5328	1,250.00
Sheriff Jail/Workers Comp	Sheriff Jail/Maintenance & Repair	
Vote on Motion:	Mr. Jordan      Aye      Mr. Evans      Aye      Mr. Ward      Aye	

RESOLUTION NO. 05-984

IN THE MATTER OF APPROVING TRANSFER OF FUNDS, APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS FOR VETERAN’S SERVICES:

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

Transfer of Appropriation		
From	To	
10062601-5380	10062601-5294	2,400.00
Veterans Services/Other Services	Veterans Services/Food Supplies	
Supplemental Appropriation		
10062601-5348	Veterans Services/Emergency Rent	15,000.00
10062601-5350	Veterans Services/Emergency Utilities	1,000.00
Vote on Motion:	Mr. Evans      Aye      Mr. Ward      Aye      Mr. Jordan      Aye	

RESOLUTION NO. 05-985

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR PIATT ROAD WIDENIG FOR OLDFIELD ESTATES; PEACHBLOW ROAD WIDENING FOR OLDFIELD ESTATES; SCIOTO RESERVE EXPANSION SECTION 1, PHASE A; AND THE ESTATES AT CHESHIRE:

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

Piatt Road Widening for Oldfield Estates

*THIS AGREEMENT* made and entered into this 25th day of July 2005 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **M/I HOMES OF CENTRAL OHIO**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled “**PIATT ROAD WIDENING FOR OLDEFIELD ESTATES**” which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.

2. The **SUBDIVIDER** shall pay the entire cost and expenses of their portion of said improvements.

3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **THREE HUNDRED TWENTY-FIVE THOUSAND FOUR HUNDRED DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current “*Delaware County Engineering and Surveying Standards for Subdivision Development*” and the current “*Subdivision Regulations of Delaware County, Ohio*”.

**COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 25, 2005**

---

4. The **SUBDIVIDER** shall deposit **TWENTY-SIX THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2006**.
8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and **"Traffic Control for Construction and Maintenance"**.
9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
10. If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

**Peachblow Road Widening for Oldfield Estates**

**THIS AGREEMENT** made and entered into this 25<sup>th</sup> day of July 2005 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **MI HOMES OF CENTRAL OHIO**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled **"PEACHBLOW ROAD WIDENING FOR OLDFIELD ESTATES"** which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

- (1) The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
- (2) The **SUBDIVIDER** shall pay the entire cost and expenses of their portion of said improvements.
- (3) The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **ONE HUNDRED THIRTY THOUSAND TWO HUNDRED DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current **"Delaware County Engineering and Surveying Standards for Subdivision Development"** and the current **"Subdivision Regulations of Delaware County, Ohio"**.
- (4) The **SUBDIVIDER** shall deposit **TEN THOUSAND FOUR HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
- (5) The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
- (6) The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
- (7) The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2006**.
- (8) The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and **"Traffic Control for Construction and Maintenance"**.
- (9) The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
- (10) If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- (12) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.

**COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 25, 2005**

---

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

**Scioto Reserve Expansion Section 1, Phase A**

**THIS AGREEMENT** executed on this 25th day of July, 2005, between **TRIANGLE REAL ESTATE SERVICES, INC.** as evidenced by the **SCIOTO RESERVE EXPANSION SECTION 1, PHASE A** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 6/20/05, 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 **THIRTY-ONE THOUSAND FIVE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

**CONSTRUCTION**

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to

**COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 25, 2005**

---

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.

#### **Estates at Cheshire**

**THIS AGREEMENT** executed on this 25<sup>th</sup> day of July, 2005, between **SOUTH GALENA ROAD DEVELOPMENT COMPANY LLC**, as evidenced by the **ESTATES AT CHESHIRE** 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 7/1/05, 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 **THIRTY-EIGHT THOUSAND TWO HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 25, 2005

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

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

**RESOLUTION NO. 05-986**

**IN THE MATTER OF AMENDING RESOLUTION 03-1275 TO MAKE A CORRECTION TO THE ROAD NAME IN HARVEST WIND PHASE 7, SECTION 2, PHASE A:**

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

In September, 2003, your Board accepted an addition of 0.22 mile to Township Road Number 1317, Beringer Drive, for the above referenced project. Since that time, we have found that this section of roadway was actually platted as Danbridge Way. Therefore, we request that your journals be changed to show the acceptance of an addition of 0.22 mile to Township Road Number 972, Danbridge Way, for the above referenced project. We also request that you advise Genoa Township of this action.

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

**RESOLUTION NO. 05-987**

**IN THE MATTER OF AMENDING RESOLUTION NO. 03-1276 ESTABLISHING STOP CONDITIONS IN HARVEST WIND PHASE 7, SECTION 2, PHASE A:**

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

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision:

On Township Road Number 972, Danbridge Way, at its intersection with Township Road Number 1204, Centergreen Drive

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

**COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 25, 2005**

---

**RESOLUTION NO. 05-988**

**IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR  
EAGLE TRACE SECTION 3, PHASE 1; SCIOTO RESERVE SECTION 4 PHASE 11; GLEN OAK SECTION  
2 PHASES A & B; TARTAN FIELDS, PHASE 15 AND TARTAN FIELDS PHASE 18 AND WALNUT  
WOODS 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:

**Eagle Trace Section 3, Phase 1      Genoa Township Trustees**

The roadways to be accepted are as follows:

- An addition of 0.07 mile to **Township Road Number 972, Danbridge Way**
- An addition of 0.12mile to **Township Road Number 1317, Beringer Drive**
- An addition of 0.14 mile to **Township Road Number 1379, Talon Circle**

We also recommend that 25 mile per hour speed limits be established throughout the project.

We also request approval to return the Bond being held as maintenance surety to the developer, Centex Homes.

**Scioto Reserve Section 4, Phase 11      Concord Township Trustees**

The roadways to be accepted are as follows:

- An addition of 0.27 mile to **Township Road Number 1329, Golden Way**
- **Daylily Drive**, to be known as **Township Road Number 1440**
- **Lilac Lane**, to be known as **Township Road Number 1441**
- **Freesia Drive**, to be known as **Township Road Number 1442**

We also recommend that 25 mile per hour speed limits be established throughout the project.

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, Homewood Corporation.

**Glen Oak Section 2, Phase A      Orange Township Trustees**

The roadways to be accepted are as follows:

- An addition of 0.07 mile to **Township Road Number 766, Holderman Street**
- An addition of 0.02 mile to **Township Road Number 1409, Primrose Avenue**
- An addition of 0.337 mile to **Township Road Number 1417, Blue Holly Drive**
- **Geranium Drive**, to be know as **Township Road Number 1439**

We also recommend that 25 mile per hour speed limits be established throughout the project.

We also request approval to return the Bond being held as maintenance surety to the developer, Dominion Homes.

**Glen Oak Section 2, Phase B      Orange Township Trustees**

The roadways to be accepted are as follows:

- An addition of 0.06 mile to **Township Road Number 1409, Primrose Avenue**
- An addition of 0.23 mile to **Township Road Number 1439, Geranium Drive**

We also recommend that 25 mile per hour speed limits be established throughout the project.

We also request approval to return the Bond being held as maintenance surety to the developer, Dominion Homes.

**Tartan Fields Phase 15      Concord Township Trustees**

The roadway to be accepted is as follows:

- An addition of 0.19 mile to **Township Road Number 992, Archer Lane**

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 25, 2005

---

We also recommend that 25 mile per hour speed limits be established throughout the project.

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, NHG Development Group.

**Tartan Fields Phase 18      Concord Township Trustees**

The roadway to be accepted is as follows:

- An addition of 0.09 mile to **Township Road Number 949, Cape Court**

We also recommend that 25 mile per hour speed limits be established throughout the project.

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, NHG Development Group.

**Walnut Woods Section 2**

- Whispering Ridge Drive, to be know as **Township Road Number 1443**

We also recommend that 25 mile per hour speed limits be established throughout the project.

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, Camelot Builders

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

**RESOLUTION NO. 05-989**

**IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR WALNUT WOODS SECTION 2; GLEN OAK SECTION 2 PHASE A; GLEN OAK SECTION 2 PHASE B AND SCIOTO RESERVE SECTION 4 PHASE 11:**

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

**Walnut Woods Section 2**

- On Township Road Number 1443, Whispering Ridge Drive, at its intersection with Township Road Number 109, Big Walnut Road

**Glen Oak Section 2, Phase A**

- On East Bound Township Road Number 766, Holderman Street, at its intersection with Township Road Number 1417, Blue Holly Drive
- On West Bound Township Road Number 766, Holderman Street, at its intersection with Township Road Number 1417, Blue Holly Drive
- On Township Road Number 1409, Primrose Avenue, at its intersection with Township Road Number 1417, Blue Holly Drive
- On Township Road Number 1417, Blue Holly Drive, at its intersection with Township Road Number 114, East Orange Road
- On Township Road Number 1439, Geranium Drive, at its intersection with Township Road Number 1417, Blue Holly Drive

**Glen Oak Section 2, Phase B**

- On Township Road Number 1439, Geranium Drive, at its intersection with Township Road Number 1409, Primrose Avenue

**Scioto Reserve Section 4, Phase 11**

- On Township Road Number 1440, Daylily Drive, at its intersection with Township Road Number 1329, Golden Way
- On East Bound Township Road Number 1440, Daylily Drives, at its intersection with Township Road Number 1441, Lilac Lane
- On West Bound Township Road Number 1440, Daylily Drive, at its intersection with Township Road Number 1441, Lilac Lane
- On Township Road Number 1442, Freesia Drives, at its intersection with Township Road Number 1441, Lilac Lane



COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 25, 2005

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

RESOLUTION NO. 05-990

IN THE MATTER OF AWARDING THE BID TO K.E. ROSE TRUCK EQUIPMENT COMPANY FOR MULTI-PURPOSE DUMP TRUCK BODIES:

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

As the result of the above referenced bid opening, we recommend that a bid award be made to K.E. Rose Truck Equipment Company LLC from Hubert Heights, Ohio, the low bidder for these bodies that met all the specifications required. The price for each body is \$21,578.75, with a total of three to be purchased.

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

RESOLUTION NO. 05 -991

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

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

Permit #	Applicant	Location	Type of Work
U05129	Verizon	Smokey Road	Place buried cable
U05132	Columbia Gas	North Orange 3,2C	Install gas main
U05133	Columbia Gas	North Orange 3,2B	Install gas main
U05134	American Electric Power	Liberty Village Section 1	Push bore
U05135	Suburban Natural Gas	McCammon Estates Section 1	Install gas mains
U05136	Columbia Gas	Red Emerald Drive	Install gas main
U05137	Columbia Gas	Highland Lakes	Install gas main
U05139	Columbia Gas	Harvest Wind 7,2,2	Install gas main
U05140	Columbia Gas	Overland Trail	Install gas main

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

RESOLUTION NO. 05-992

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Blaise Stojkov has resigned his position as a Part-Time Paramedic effective July 25, 2005

Jeff Hanlon has accepted a promotion to Full-Time Paramedic with Delaware County EMS

Matthew Erhard, a Part-Time EMS intermediate employee, is being terminated effective July 25, 2005.

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

RESOLUTION 05-993

IN THE MATTER OF APPROVING A CONTRACT WITH FOREMOST SAFETY SOLUTIONS FOR PROVIDING THE “SECURING-OUR-STUDENTS” PROGRAM WITH 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 Threat, Risk, and Needs (TRN) Committee identified that there was a need for current and more precise documentation on school facilities to facilitate a response by public safety agencies in the event of a CBRNE or terrorist type incident; and

WHEREAS, Foremost Safety Solutions provides a single-source program that provides increased information on school facility plans that will work in conjunction with existing County public safety databases, and;

WHEREAS, the TRN Committee recommended to the Board of Commissioners and the Board of Commissioners subsequently approved the allocation of \$45,000.00 in FY04 State Homeland Security grant be utilized for implementing this program, and;

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 25, 2005

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve a contract with Foremost Safety Solutions to start the “Securing-Our-Students” program with the City of Delaware, Olentangy, Big Walnut, Buckeye Valley and the Delaware Area Career Center school districts at a cost of \$45,000.00.

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION 05-994

IN THE MATTER OF ADOPTING A RESOLUTION APPROVING THE PURCHASE OF REFRESHMENTS FOR NATIONAL INCIDENT MANAGEMENT SYSTEM TRAINING CLASSES:

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

WHEREAS, the Federal and State of Ohio governments have established requirements for political subdivisions to continue to be eligible to receive Homeland Security and Federal Emergency Management Agency grants; and,

WHEREAS, the Delaware County Board of Commissioners and the Office of Homeland Security and Emergency Management desire to facilitate the effort to meet these requirements by sponsoring IS-700 training on the National Incident Management System (NIMS); and,

WHEREAS, two classes have been scheduled to be conducted by Findley University personnel; and

WHEREAS, this training will be conducted in the evening and last for three hours;

NOW THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby resolve to approve the purchase of refreshments for students involved in this training at a not to exceed cost of \$200.00, and

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 05-995

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR CODE COMPLIANCE:

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

TRANSFER OF FUNDS		
FROM:	TO:	AMOUNT:
Code Compliance Compensation 10011301 - 5001	Code Compliance Contracted Professional Services 10011301 - 5301	\$ 23,000.00
Code Compliance Compensation 10011301 - 5001	Code Compliance Reimbursements/Refunds 10011301 - 5319	\$ 14,000.00

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

RESOLUTION NO. 05-996

IN THE MATTER OF APPROVING A CONTRACT WITH R.D ZANDE & ASSOCIATES FOR PLAN REVIEW AND INSPECITON SERVICES:

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

AGREEMENT

This AGREEMENT, made and entered into this 25<sup>TH</sup> day of July 2005, by and between Delaware County, Ohio through the Board of County Commissioners, hereinafter called “COUNTY” and R.D. Zande & Associates, Inc., with offices at 1237 Dublin Road, Columbus, Ohio, 43215, hereinafter called “ENGINEER”.

WHEREAS, the COUNTY is in need of commercial plan examination, residential plan examination & inspection services in the county; and

**COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 25, 2005**

---

WHEREAS, the ENGINEER is a licensed professional engineer, will be performing professional engineering services and is qualified as a commercial plan examiner, residential plan examiner, building inspector and electrical safety inspector; and

WHEREAS, the COUNTY desires to establish an AGREEMENT with the ENGINEER to provide to the COUNTY plan review and inspection services.

Now, THEREFORE, COUNTY and ENGINEER, in consideration of their mutual covenants, herein agree as follows:

**SECTION I. BASIC SERVICES OF THE ENGINEER**

- A. The ENGINEER shall provide plan review services on an as needed basis, as authorized by the Chief Building Official, with the mutual agreement of the ENGINEER.
- B. The ENGINEER shall provide inspection services on an as needed basis, as authorized by the Chief Building Official.
- C. The ENGINEER shall review construction documents submitted to the Delaware County Code Compliance Office for conformance with the Delaware County Building Code and the Ohio Building Code. Upon completion of the review, the ENGINEER shall provide to the COUNTY an Approval, "Addendum Letter" or a "Correction Letter" as applicable to the submitted construction documents, which shall set forth the conditions found not to be in compliance with the applicable code provisions or not clearly defined in the submitted construction documents. The ENGINEER agrees to review and return submitted construction documents to the COUNTY within seven (7) business days for residential and (12) business days for commercial from the date of receipt by the ENGINEER.
- D. The ENGINEER shall maintain, at its own expense, the necessary codes and standards required for the execution of the services of this AGREEMENT. This shall include the text, electronic file or online access to the current version adopted by the COUNTY.
- D. The ENGINEER shall maintain, at its own expense, professional liability insurance as per requirements of the ORC 153.70.
- E. Throughout the entire term of this Agreement, The ENGINEER shall maintain, at its own expense, one million dollars (\$1,000,000.00) in general liability insurance and agrees to name the COUNTY as additional insured in such insurance policy. Before rendering services under this contract, ENGINEER agrees to provide the COUNTY with a copy of such policy. ENGINEER agrees to immediately notify the COUNTY should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The COUNTY reserves the right to immediately terminate this Agreement upon receiving such notice.
- F. Throughout the entire term of this Agreement, ENGINEER agrees to maintain, at its own expense, adequate liability insurance sufficient to the COUNTY on all vehicles used in connection with this Agreement and agrees to name the COUNTY as additional insured in such insurance policy. Before rendering services under this contract, ENGINEER agrees to provide the COUNTY with a copy of such policy. ENGINEER agrees to immediately notify the COUNTY should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The COUNTY reserves the right to immediately terminate this Agreement upon receiving such notice.
- G. The ENGINEER shall provide to the COUNTY proof of worker's compensation coverage as required by Ohio law.
- H. The ENGINEER shall furnish its own vehicle for transportation.
- I. ENGINEER shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. ENGINEER shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment. In the event ENGINEER is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any non-discrimination provision of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by COUNTY and ENGINEER may be declared ineligible for future Agreements with the COUNTY.

**SECTION II. COUNTY RESPONSIBILITIES**

**COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 25, 2005**

---

The COUNTY shall be responsible to provide to the ENGINEER

- A. The COUNTY shall furnish to ENGINEER the standard forms necessary for the execution of the services.
- B. The COUNTY shall provide to ENGINEER clerical services necessary for the processing of the permits.
- C. The COUNTY shall provide for the pick up and delivery of construction documents.
- D. The COUNTY shall provide prompt written notice to the ENGINEER whenever the COUNTY observes or is made aware of the ENGINEER'S default or non-conformance with this AGREEMENT and afford the ENGINEER reasonable opportunity to cure such defect or non-conformance. If after reasonable opportunity the ENGINEER'S performance does not cure the defect, the COUNTY may terminate this AGREEMENT at any time providing a thirty (30) day written notice to the ENGINEER.
- E. The COUNTY shall provide conference and meeting facilities for the ENGINEER to meet with applicants in regards to the work performed by the ENGINEER pursuant to this Agreement.
- F. The COUNTY shall use its best effort to secure release of other data held by others necessary for the ENGINEER to perform their obligations under this Agreement.

**SECTION III. BASIS OF PAYMENT**

- A. The ENGINEER shall be compensated by payment for services based upon the fee schedule below.

Commercial plan examination - \$75/hr.  
Residential plan examination - \$75/hr.  
Building inspector - \$50/hr.  
Electrical inspector - \$60/hr.  
HVAC inspector - \$45/hr.  
Administrative Support - \$42/hr.  
Reimbursable expenses – At cost  
Mileage - \$0.405/mile  
Pick up & Delivery of Plans (per trip) - \$70

- B. The ENGINEER shall provide a written statement indicating the total time spent for each plan examination upon return of the plans, which shall accompany the ENGINEER'S written Approval, Addendum Letter or Correction Letter.
- C. The ENGINEER shall provide to the COUNTY a written statement indicating the total time spent for each inspection. This shall be provided to the COUNTY at the time inspection results are delivered each day.
- D. The ENGINEER shall invoice the COUNTY monthly for services rendered through the previous month, and the COUNTY agrees to pay within forty-five (45) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the application number and project name, the dates of service, the types of service provided, the amount of each type of service, the mileage (if applicable), and the time spent on each. Reimbursable expenses shall be itemized and copies of receipts shall be provided. The COUNTY reserves the right to contest any portion of any submitted invoice that does not conform to the terms of this Agreement or appears to be fraudulent.

**SECTION IV. GENERAL CONSIDERATIONS**

- A. This AGREEMENT shall be governed by the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- B. The ENGINEER shall not assign their responsibilities under this AGREEMENT to third parties without the written consent of the COUNTY.
- C. This AGREEMENT shall commence upon the date on which the COUNTY authorizes the signing of this AGREEMENT and shall be valid for two (2) years. This AGREEMENT may be renewed for two-year periods upon written mutual agreement of both parties.
- D. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the ENGINEER.
- E. Either party for convenience may terminate this AGREEMENT without penalty for any reason at any time by providing thirty (30) days written notice to the other party. Either party may immediately terminate this Agreement for cause.

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 25, 2005

- F. To the fullest extent permitted by law, the ENGINEER shall indemnify, keep, save and hold harmless the COUNTY, its officers, agents, servants, and employees from and in all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any act, damage, injury, accident or occurrence of any type related in any manner to the ENGINEER’s performance of this Agreement. The ENGINEER shall undertake to defend the COUNTY, at its own expense, in and from any and all actions, claims, or demands brought against the COUNTY by reason of the things stated above or any and all actions performed or taken under this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, injuries, losses and expenses taken against the COUNTY as a result of actions under or as a result of the performance of this Agreement, including but not limited to attorney’s fees.
- G. No employee of the ENGINEER shall at any time be considered an agent or employee of the COUNTY.
- H. The ENGINEER shall carry such bodily injury and property damage liability insurance as will protect it and the COUNTY against claims for personal injury, including death or property damage, which may arise from operations under this Agreement.
- I. No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof.
- J. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- K. ENGINEER states and agrees that the individual(s) who, on behalf of the ENGINEER, have reviewed this Agreement and effectuate this Agreement by attaching their signatures below are officers of ENGINEER and are authorized to and have authority to enter this Agreement on behalf of ENGINEER and by so signing have authority to bind and does bind ENGINEER to any and all terms of this Agreement.
- L. If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with
- M. The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- N. This document represents the entire agreement between the parties. It cannot be modified except in writing signed by all parties to this Agreement.

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

**RESOLUTION NO. 05-997**

**IN THE MATTER OF APPROVING A CONTRACT WITH PROFESSIONAL SERVICE INDUSTRIES FOR TESTING AND INSPECTION SERVICES FOR THE JAIL RENOVATION:**

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

This Contract made by and between:

**Professional Service Industries  
4960 Vulcan Avenue  
Columbus, Ohio 43228**

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”).

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

**ARTICLE 1**

1.1        The Contractor shall perform the entire work described in the Bid Documents and as necessary to

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 25, 2005

---

produce the results intended by the Bid Documents, for:

Testing and Inspection Services  
New Dormitory and Jail Renovations for the Delaware County Jail  
844 US 42 N  
Delaware, Ohio 43015

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the not to exceed amount of Fifty Thousand One Hundred Ninety Dollars (\$50,000.

*Proposal Amount*            \$50,000  
*Total Contract Amount* \$50,000

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or *before*

- Contract Completion 10/12/05

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.3 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.4 LIQUIDATED DAMAGES

Not Applicable

ARTICLE 4

4.1 The Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Bid Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 25, 2005

---

5.2 The Contract shall become binding and effective upon execution of section 5.1 and approval by the Delaware County Board of Commissioners.

ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall Constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

RESOLUTION NO. 05-998

IN THE MATTER OF SETTING DATE AND TIME FOR BID OPENING FOR THE COURTHOUSE BOILER RELOCATION:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the re-bid opening date and time for **Monday, August 15, 2005, at 10:00 AM.**

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

RESOLUTION NO. 05-999

IN THE MATTER OF SETTING DATE AND TIME FOR A PUBLIC HEARING WITH RESPECT TO THE PROPOSED ISSUANCE OF CAPITAL FACILITIES BONDS, SERIES 2005A FOR THE PURPOSE OF CONSTRUCTING, EQUIPPING, FURNISHING AND OTHERWISE IMPROVING A COUNTY BUILDING TO PROVIDE FACILITIES FOR SENIOR CITIZENS SERVICES:

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

Notice is hereby given that on **August 11, 2005**, commencing at **9:45 a.m.**, Delaware, Ohio time, a public hearing will be held by the County of Delaware, Ohio (the “Issuer”), at the offices of the Board of County Commissioners, 101 North Sandusky Street, Delaware, Ohio, with respect to the proposed issuance by the Issuer of its Capital Facilities Bonds, Series 2005A (the “Bonds”) in a maximum principal amount of \$12,000,000 pursuant to Chapter 133, Ohio Revised Code. The proceeds of the Bonds will be used for the purpose of constructing, equipping, furnishing and otherwise improving a County building to provide facilities for senior citizens services and acquiring related real estate and interests therein, together with all necessary appurtenances thereto, which building is expected to be leased to the Council for Older Adults for the purpose of providing senior citizens services.

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

RESOLUTION NO. 05-1000

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

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:40AM.

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

RESOLUTION NO. 05-1001

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 10:30AM.

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

There being no further business the meeting adjourned.

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 25, 2005

---

Kristopher W. Jordan

---

James D. Ward

---

Letha George, Clerk to the Commissioners