

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 19, 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

- 1. Presentation from Jim Petro’s Office to the Delaware County Fair Board for their appreciation of agriculture.
- 2. Lyrass Hook with the invited the Commissioners to come to the Merchant Building after session to view on going projects like operation “Hero Pack” and Hurricane relief to children in the Mississippi area.
- 3. Commissioner Evans thanks the Fair Board and talked about the importance of sending items to troops in Iraq.

(Refer to the Official CD minutes for complete comments)

RESOLUTION NO. 05-1254

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 15, 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 September 15, 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. 05-1255

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0916:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0916 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Ben Shroyer	Generators for Decon	21511309-5260	\$ 6,107.20
Foremost Safety	SOS Program Supplies	21511309-5260	\$ 10,493.75
Increases			
Leo Meyers	Uniforms for CMS	10011303-5224	\$ 4,000.00
Jeff Burkam	Public Defender	10011202-5301	\$ 3,000.00
Chris Burchinal	Public Defender	10011202-5301	\$ 10,000.00
Vouchers			
Columbus State	Tuition WIA	22311611-5350	\$ 5,013.60
JG Contracting	Milestone Payment Aug. 05	41111421-5450	\$ 68,936.00
Safety Systems Corporation	PPE Masks and Filters	21511309-5238	\$ 8,603.76
Ben Bro Enterprises	Rental N Sandusky	10011105-533533502	\$ 14,625.00
Liberty Community	Day Care	22411610-5348	\$ 22,499.25
Toddler Inn	Day Care	22411610-5348	\$ 8,000.29

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

RESOLUTION NO. 05 -1256

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Tammy Mannasmith attend a Fire Safety Training Program in Columbus, Ohio September 23, 2005, at no cost.

The Department of Job and Family Services is requesting that Marsha Coleman attend an Ohio Public Employer Labor Relations Association Meeting in Columbus, Ohio September 28, 2005, at the cost of \$313.20.

The Department of Job and Family Services is requesting that Jackie Culbertson and Angela Thomas attend a Fiscal Seminar in Columbus, Ohio September 27, 2005, at the cost of \$215.00.

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The Child Support Enforcement Agency is requesting that Wendy Shannon, Matt Smith and Joyce Rhodes attend a CSEA Roundtable Meeting in Muskingum County September 27, 2005, at no cost.

The Auditor's Office is requesting that Paul Howard and Merrill Sheets attend a Weights and Measures Training School in Columbus, Ohio October 25-27 at the cost of \$261.25.

The Auditor's Office is requesting that Seiji Kille attend GFOA GAAP Update meeting in Dublin, Ohio November 10, 2005, at the cost of \$125.00,

The Court of Common Pleas is requesting that Jeff Vandeborne and Kara Clark attend an Ohio Community Corrections Organization Training in Columbus, Ohio October 27-28, 2005 at the cost of \$390.00.

The Prosecutor's Office is requesting that David Yost, Bill Owen, Marianne Hemmeter, Paul Scarsella and Robert Vick attend an Advanced Cross Examination Seminar in Columbus, Ohio October 19, 2005, at the cost of \$1,173.02

The EMS Department is requesting that Michele Treadway and Debra Johnson attend a 911 Progressive Supervision Workshop in Westerville, Ohio December 9, 2005, at the cost of \$230.00.

The Clerk of Courts Office is requesting that Jan Antonoplos, Jennifer Tubaugh and Patricia Cline attend a Court of Appeals Training Seminar in Licking County September 21, 2005, at the cost of \$75.00.

The Engineer's Office is requesting that Ron Ford, Chris McGrew and John Russell attend a 2005 Superintendent's and Mechanics Conference at Deer Creek October 19-20, 2005, at the cost of \$540.00.

The Facilities Department is requesting that Jon Melvin and Jack Prim attend a Facilities Management Meeting in Ottawa County September 30, 2005, at the cost of \$30.00.

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

RESOLUTION NO. 05-1257

IN THE MATTER OF APPROVING AN EXTENSION AGREEMENT BETWEEN G.M. HEALTH SERVICES, INC. AND THE DELAWARE COUNTY JAIL:

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

**Extension Of Agreement Between
G.M. Health Services, Inc., And
The Delaware County Jail**

This Agreement is entered into this 19th day of September, 2005, by and between G.M. Health Services, Inc., (hereinafter referred to as "G.M. Health") and the Board of Commissioners of Delaware County, Ohio, operators of the Delaware County Jail facility and the Sheriff of Delaware County, Ohio (collectively hereinafter referred to as the "Jail").

WHEREAS, on July 22, 2004, the parties hereto entered into an Agreement for the provision of healthcare services to inmates of the Delaware County Jail and to Jail and Sheriffs Department employees, (hereinafter the "Agreement").

WHEREAS, the Agreement was for an initial term of one (1) year, which term expired on the 22nd day of July, 2005, and the parties desire to extend the term of the Agreement in order to afford the parties additional time to negotiate the terms of a revised agreement for services for 2006.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows;

1. Term:

The term of the Agreement shall be extended for an additional period commencing on the 22nd day of July, 2005, and ending on the 31st day of December, 2005.

2. Compensation to G. M. Health.

Compensation to G. M. Health as set forth in Article III, Paragraph A. of the agreement, shall be modified as follows: a) the hourly rate for regular nursing services shall be increased by 3.5% from \$34.50 per hour to \$35.71 per hour; b) compensation for weekends (Saturdays and Sundays) and for second and third shifts shall be paid at the rate of \$37.71 per hour; compensation for holidays shall be paid at one and one-half times the regular hourly rate per hour worked a rate of \$53.57 per hour.. Holidays included are: New Year's Day, Memorial Day,

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July 4th, Thanksgiving Day, Labor Day and Christmas Day. The increased rates shall be effective beginning August 1, 2005.

3. Increased Staffing. At such time as the Jail population should reach and exceed 140 inmates, it is understood between the parties that the Jail will require additional nursing services from G. M. Health in order to meet the healthcare needs of the inmates. Following a ninety day written notification of the date on which the Jail population will increase above 140 inmates, G.M. Health will use its best efforts to locate, recruit, assign and orient nurses to supplement the nursing staff to adequately provide care to the jail population according to the Minimum Standards for Jails in Ohio. It is understood and agreed to by the parties that should the jail population increase above 182 inmates additional nursing staffing will be required and that those staffing levels are not covered by this renewal term.

4. It is agreed that this Extension of the Agreement between G. M Health Services INC. and Board of Commissioners, Delaware County, Ohio is and amendment (“Amendment”), mutually agreed upon and jointly drafted by the parties, to the Agreement between the parties executed on July 22, 2004. All Terms and condition of the Agreement not expressly and specifically modified, altered, changed, or superseded by this Amendment shall and do remain the same and unchanged and continue for the same term of this Amendment and beyond, as provided by the Agreement, to have the same force and effect as provided in the Agreement.

5. G.M. Health state and agrees that the individual(s) who, on behalf of G.M. Health, have reviewed this Amendment and effectuate this Amendment by attaching their signatures below are officers of G. M. Health and by so signing have authority to bind and does bind G.M. Health to any and all terms of this Amendment.

6. In the event that any one or more of the provisions of this Amendment shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Amendment shall be unaffected thereby and this Amendment shall be construed as if such invalid or unenforceable provision were omitted.

7. This Amendment along with and in conjunction with the Agreement shall constitute the entire understanding and agreement between the Jail (the Delaware County Board of Commissioners and the Sheriff of Delaware County) and G.M. Health, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

RESOLUTION NO. 05-1258

IN THE MATTER OF APPROVING PLAN FOR THE MEADOWS AT SCIOTO RESERVE RIGHT TURN LANE AND DITCH MAINTENANCE PETITION FOR NORTH ORANGE SECTION 3, PHASE 2, PART C:

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

Meadows At Scioto Reserve

South Section Line Road (County Road 5) Right Turn Lane Improvement Plan Part Of Farm Lot 17, Section 1, Township 3 North, Range 19 West United States Military Lands, Concord Township Delaware County, Ohio.

Ditch Maintenance Petition- North Orange Section 3, Phase 2, Part C

We the undersigned owners of 11.724 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **North Orange Section 3, Phase 2, Part C (11.724 Acres)** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). The - **North Orange Section 3, Phase 2, Part C** plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the - North Orange Section 3, Phase 2, Part C plat Subdivision.

The cost of the drainage improvements is \$88,464.10 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in their subdivisions. Thirty-one (31) lots are created in these plats and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore,

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\$2,853.68 per lot. An annual maintenance fee equal to 2% of this basis \$57.07 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,769.17 has been paid to Delaware County.

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

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

RESOLUTION NO. 05-1259

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR ESTATES AT CHESHIRE WOODS ESTATES SECTION 1:

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

Estates At Cheshire Woods Estates Section 1

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 19th day of September 2005, between **ESTATES AT CHESHIRE WOODS LLC** as evidenced by the **CHESHIRE WOODS ESTATES SECTION 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, 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 9/8/05, 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 **SIXTY THOUSAND NINE 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**

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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 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. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-1260

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR BIG BEAR FARMS SECTION 10:

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

Big Bear Farms Section 10

- An addition of 0.22 mile to **Township Road Number 795, Attucks Drive**

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

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

RESOLUTION NO. 05-1261

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR BIG BEAR FARMS SECTION 10:

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

Stop Conditions – Big Bear Farms Section 10

- On Township Road Number 795, Attucks Drive, at its intersection with County Road Number 609, Sawmill Parkway
- On Township Road Number 795, Attucks Drive, at its intersection with Township Road Number 119, Sawmill Road

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

RESOLUTION NO. 05-1262

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IN THE MATTER OF MAKING A CORRECTION TO THE ACCEPTANCE OF ROADS AND
ESTABLISHING OF STOP CONDITIONS FOR VILLAGES AT ALUM CREEK SECTION 7:

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

Villages at Alum Creek Section 7

On August 15, 2005, your Board accepted the improvements made for the referenced project into the public system. However, since that time, it has come to our attention that there was a misspelling of two of the road names accepted. An addition of 0.05 mile was accepted to Township Road Number 1286, spelled Sotherby Springs Drive, and Township Road Number 1378, spelled Sotherby Crossing. The correct spellings should in fact be Sotherby Springs Drive and Sotherby Crossing. The Engineer ask that you change your journals accordingly and notify the Orange Township Trustees of this change.

Stop Conditions –Villages at Alum Creek Section 7

It is hereby requested that a stop condition be established at the following roads within the above referenced subdivision in order to correct the spelling of Sotherby Springs Drive and Sotherby Crossing.

- On southbound Township Road Number 1285, Cheyenne Creek Drive, at its east intersection with Township Road Number 1378, Sotherby Crossing
- On northbound Township Road Number 1285, Cheyenne Creek Drive, at its east intersection with Township Road Number 1378, Sotherby Crossing
- On northbound Township Road Number 1285, Cheyenne Creek Drive, at its west intersection with Township Road Number 1378, Sotherby Crossing
- On Township Road Number 1286, Sotherby Spring Drive, at its intersection with Township Road Number 1378, Sotherby Crossing
- On southbound Township Road Number 1378, Sotherby Crossing, at its west intersection with Township Road Number 1285, Cheyenne Creek Drive and Sotherby Crossing
- On Township Road Number 1446, Kormsby Court, at its intersection with Township Road Number 1378, Sotherby Crossing
- On Township Road Number 1447, Weatherby Drive, at its intersection with Township Road Number 1378, Sotherby Crossing
- On Township Road Number 1448, Wellson Court, at its intersection with Township Road Number 1378, Sotherby Crossing

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

RESOLUTION NO. 05 -1263

IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF VIRGINIA
HOMES FOR CONSTRUCTION OF WEDGEWOOD PARK 2, PHASES A&B:

It was moved by Mr. Ward, seconded by Mr. Evans to approve taking action against the bond of Virginia Homes:

Wedgewood Park 2, Phases A&B

In October, 2003, your Board entered into agreement with Virginia Homes, the developer for the above referenced project. In June, 2005, a Pre-final Punchlist was sent to the developer, outlining the items required to complete the project. On September 1, 2005, a letter was sent via registered mail to Virginia Homes, again advising them of outstanding issues needed to complete the project and advise these items would need to be completed prior to the expiration of their maintenance bond, which is September 30, 2005. At this time, the developer has still failed to complete these items. The Engineer therefore, request approval to take action against their maintenance surety should they fail to complete the work in a timely manner.

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

RESOLUTION NO. 05 -1264

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
U05169	Columbia Gas	Whisper Trace	Install gas main

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

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RESOLUTION NO. 05-1265

IN THE MATTER OF APPROVING THE CONTRACT WITH WD PARTNERS FOR PROJECT KNOW AS
ORANGE ROAD BRIDGE REPLACEMENT:

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

CONTRACT

AGREEMENT, made and entered into this 19th day of September, 2005 by and between the Delaware County Commissioners, Delaware County, Ohio, and hereinafter designated as FIRST PARTY, and WD Partners,, hereinafter designated as SECOND PARTY.

WITNESSETH, that said SECOND PARTY, for and in consideration of \$324,177.00, based on a Proposal for Engineering Services dated May 26, 2005, and Cost Proposal dated August 29, 2005 to be paid as hereinafter specified, hereby agrees to furnish unto said FIRST PARTY, professional design services as specified in the Proposal submitted by the SECOND PARTY for the project know as Orange Road Bridge Replacement, DEL-TR-114-0.00, Delaware County, Ohio. Compensation is to be paid no more frequently than 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.

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. 05-1266

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE CONTRACT
WITH JESS HOWARD ELECTRIC FOR THE U.S. ROUTE 23/OLENTANGY CROSSINGS INTERSECTION
SIGNAL PROJECT:

It was moved by Mr. Evans, seconded by Mr. Ward to accept the following Bid and approving the following contract:

U.S. Route 23/Olentangy Crossings Intersection Signal Project
Bid Opening of September 12, 2005

As a result of the above referenced bid opening, The Engineer recommends that a bid award be made to Jess Howard Electric, the low bidder for the project. A copy of the bid tabulation is available for your information.

Two copies of the Contract with Jess Howard Electric for this project are available for your approval.

CONTRACT

AGREEMENT, made and entered into this 19th day of September 2005, by and between the DELAWARE COUNTY COMMISSIONERS, Delaware County, Ohio, and hereinafter designated as FIRST PARTY, and JESS HOWARD ELECTRIC, hereinafter designated as SECOND PARTY.

WITNESSETH, that said SECOND PARTY, for and in consideration of the sum of SEVENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS (\$77,300), based on unit prices on the attached Bid Blank, to be paid as hereinafter specified, hereby agrees to furnish unto said FIRST PARTY, all the necessary material, labor and equipment required to complete the project known as U.S. ROUTE 23/OLENTAGNY CROSSINGS INTERSECTION SIGNAL PROJECT in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this Contract.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the Delaware County Engineer. Work is to be completed on or before November 15, 2005.

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

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

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

RESOLUTION NO. 05-1267

IN THE MATTER OF AUTHORIZING THE GRANT APPLICATION FOR OHIO PUBLIC WORKS
COMMISSION CAPITAL IMPROVEMENT FUNDING FOR THE SUNBURY ROAD & YANKEE STREET
INTERSECTION PROJECT:

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

Project Description

A: Specific Location:
Sunbury Road (C.R. 30) at the intersection of Yankee Street (T.R. 538), located about 4 miles south of Galena, Ohio, east of Hoover Reservoir in Genoa Township, Delaware County, Ohio.

B: Project Components:
The project includes the replacement of a 4 foot span structurally deficient concrete and stone masonry culvert with concrete headwalls, using a reinforced concrete pipe culvert and concrete headwalls. Roadway and intersection improvements will include reconstruction of about 706 feet of Sunbury Road including pavement construction, shoulder widening, slope grading, retaining wall construction, intersection pavement radius improvement, road profile adjustment, minor drainage improvements and guardrail installation.

Total Project Cost: \$ 440,000 Funding Requested: \$ 299,200

(A copy of the Application is available in the Commissioners Office until no longer of Administrative Value).

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

RESOLUTION NO. 05-1268

A RESOLUTION AUTHORIZING JAMES D. WARD, DELAWARE COUNTY COMMISSIONER, TO PREPARE
AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE
CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO
EXECUTE CONTRACTS AS REQUIRED:

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

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Delaware County Board of Commissioners is planning to make capital improvements to Sunbury Road (CR 30) near the intersection of Yankee Street (TR 538), and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

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

Section 1: That James D. Ward is hereby authorized to apply to the OPWC for funds as described above.

Section 2: That James D. Ward is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

RESOLUTION NO. 05-1269

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR JUNIA GLENN:

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It was moved by Mr. Ward, seconded by Mr. Evans to approve sanitary sewer plan for Junia Glenn for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 05-1270

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR SCIOTO RESERVE PUMPSTATION; RAVINES AT SCIOTO RESERVE; GLEN OAK SECTION 4 AND SCIOTO RESERVE SECTION 1 PHASE B:

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

Scioto Reserve Pumpstation

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 19th day of September 2005, by and between **TRIANGLE REAL ESTATE** SUBDIVIDER, as evidenced by the **SCIOTO RESERVE PUMP STATION** 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 (**\$159,400**) 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 **\$19,130**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

- (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.

Ravines At Scioto Reserve

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

THIS AGREEMENT executed on this 19th day of September 2005, by and between **VILLAGE COMMUNITIES**, SUBDIVIDER, as evidenced by the **RAVINES AT SCIOTO RESERVE** 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 (\$105,678) 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

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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 **\$12,681**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for 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.

Glen Oak Section 4

SUBDIVIDER'S AGREEMENT

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DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 19th day of September 2005, by and between **DOMINION HOMES INC.**, as evidenced by the **GLEN OAK SECTION 4** 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 **\$88,500**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **30** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$75,000**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$9000**, estimated to be necessary to pay the cost of plan review and inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted 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:

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

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

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

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

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

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

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

Scioto Reserve Section 1 Phase B

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

THIS AGREEMENT executed on this 19th day of September 2005, by and between TRIANGLE REAL ESTATE SERVICES INC, SUBDIVIDER, as evidenced by the SCIOTO RESERVE SECTION, PHASE B 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 (\$718,293) 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 \$86,195, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY

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ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for 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. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-1271

IN THE MATTER OF WAIVING HALF OF THE TIPPING FEES FOR DELAWARE COUNTY FAIR TRASH:

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

WHEREAS, the Board of County Commissioners of Delaware County sustains a Solid Waste Transfer Station Operation Agreement with County Environmental of Ohio, Inc., a subsidiary of Allied Waste Services, for the operation of the Delaware County Solid Waste Transfer Station, and

WHEREAS, the Delaware County Fair has requested relief related to its tipping fees, and

WHEREAS, County Environmental has agreed to provide tickets at half price to haulers of solid waste

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generated by the Delaware County Fair,

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby recognize this arrangement and County Environmental’s support of this important community event.

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

RESOLUTION NO. 05-1272

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE SANITARY
ENGINEER DEPARTMENT:

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

Supplemental Appropriations		Amount
65111904-5260	Sanitary Eng. Administrative/Tools and Equipment	\$13,100.00
65111904-5265	Sanitary Eng. Administrative/Office Furniture	\$ 2,000.00
65111904-5450	Sanitary Eng. Administrative/Machinery & Equipment	\$17,500.00
65511918-5260	Perry Taggart Fund/Tools and Equipment	\$ 2,600.00

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

RESOLUTION NO. 05-1273

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE DEPARTMENT OF
JOB AND FAMILY SERVICES:

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

Supplemental Appropriations		Amount
22411610-5348	Child Care/Program Professional	\$ 500,000.00

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

RESOLUTION NO. 05-1274

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND
FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER
KINDERCARE LEARNING CENTER:

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

BASIC RATES

Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours
Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours
Hourly Paid for .1 hour to 7.9 hours

Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours
Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours
Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full	Part Time	Hourly
Kindercare Learning Center 2680 Sawbury Blvd Worthington, Ohio 43235	Infant	\$178.40	\$140.92	\$ 9.20
	Toddler	\$156.89	\$114.14	\$ 6.71
	Preschool	\$140.59	\$ 99.54	\$ 6.13
	Schoolage	\$107.50	\$ 75.59	\$ 5.66
Kindercare Learning Center 2001 Bethel Road Columbus, Ohio 43220	Infant	\$169.90	\$120.00	\$ 8.76
	Toddler	\$149.42	\$105.00	\$ 5.84
	Preschool	\$130.00	\$ 90.00	\$ 5.84

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	Schoolage	\$102.38	\$ 71.99	\$ 5.39
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(A Copy of each of these contacts is available in the Commissioners’ Office until no longer of Administrative Value).

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:

Kindercare Sawbury 22411610-5348 \$2,000.00
Kindercare Bethel 22411610-5348 \$ 250.00

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

RESOLUTION NO. 05-1275

A RESOLUTION AUTHORIZING THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO ACCEPT A GRANT AWARD OF \$174,000 FROM THE STATE OF OHIO, SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT ECONOMIC DEVELOPMENT PROGRAM TO ASSIST WITH THE FINANCING OF THE PROPOSED DAVIDSON COMPANY ACQUISITION PROJECT IN LEWIS CENTER, OHIO:

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

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments for the purpose of addressing local needs; and

WHEREAS, the Delaware County Board of Commissioners desires to participate in the program to receive financial assistance for the proposed Davidson Company Acquisition Project under the Ohio Small Cities Community Development Block Grant Economic Development Program; and

WHEREAS, the Delaware County Board of Commissioners has the authority to apply for financial assistance and to administer the amounts received from the State of Ohio, Department of Development, through its Small Cities Community Development Block Grant Economic Development Program; and

WHEREAS, Per Resolution No. 05-1172, dated August 29, 2005, the Delaware County Economic Development Department did apply for a Community Development Block Grant – Economic Development (CDBG-ED) grant in the amount of \$174,000 in order to loan said funds and other funds from the County’s Revolving Loan Fund to assist in the acquisition of certain real estate located at 7830-7832 N. Central Drive, Lewis Center, Ohio by JDC3 Real estate Holdings LTD for an economic development project known as the Davidson Acquisition Project; and

WHEREAS, effective September 1, 2005, the State of Ohio Office of Housing and Community Partnership, Ohio Department of Development approved this grant application and has awarded the County \$174,000 in economic development funds to assist the Davidson Acquisition Project.

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

Section 1. That the Board of County Commissioners hereby accepts the \$174,000 in grant funds awarded to the County by the Office of Housing and Community Partnerships, Ohio Department of Development for the Davidson project, and commits to executing the standard State of Ohio Small Cities community Development Block Grant (CDBG) Program Economic Development Program Grant Agreement.

Section 2. That the Delaware County Board of Commissioners hereby understands and agrees that participation in the program will require compliance with program guidelines and assurances.

Section 3. That the Delaware County Board of Commissioners hereby commits itself to provide the local share funding through its RLF in the amount of \$226,000 as described in the CDBG application.

Section 4. Upon passage this resolution shall be immediately in effect.

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

RESOLUTION NO. 05-1276

IN THE MATTER OF ACCEPTING FROM THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS, THE AWARDING OF FISCAL YEAR 2005 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE SMALL CITIES FORMULA PROGRAM:

It was moved by Mr. Evans, seconded by Mr. Ward to accept the grant:

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WHEREAS, the Ohio Department of Development has awarded \$166,000 in Fiscal Year 2005 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County, and

WHEREAS, funding to Delaware County through the FY05 CDBG Formula Program, is intended to assist communities within the Delaware County with necessary and useful public programs, which are responsive to State and National program objectives and qualification criteria for this program.

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 accepts the FY05 CDBG Formula Grant Program for Delaware County as follows:

FY 2004		
Community Name	Project	CDBG Formula Funding
Village of Ostrander	Flood & Drainage	\$ 39,800
Village of Ashley	Water & Sewer	\$ 50,000
Village of Galena	Curbs & Sidewalks	\$ 20,200
Porter Township-Olive Green	Street Repairs	\$ 20,300
Ashley Villa Senior Complex	Rental Rehab	\$ 10,700
Delaware County Fairground	Public Rehab	\$ 14,300
Fair Housing	Countywide	\$ 5,800
Administrative	General	\$ 4,900
Totals		\$166,000

Section 2. That this resolution shall take effect and be in force immediately after passage.

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

RESOLUTION NO. 05-1277

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE HOMELAND SECURITY GRANT:

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

Transfer of Appropriation		AMOUNT
From	To	
21511309-5001	21511309-5260	\$ 412.33
Homeland Security FY04CBRNE Grant/Salary	Homeland Security FY04CBRNE Grant / Inventoried Tools and Equipment	
21511309-5120	21511309-5260	\$ 14.02
Homeland Security FY04CBRNE Grant /PERS	Homeland Security FY04CBRNE Grant / Inventoried Tools and Equipment	
21511309-5450	21511309-5260	\$ 115,243.36
Homeland Security FY04CBRNE Grant / Capital Outlay Machinery And Equipment	Homeland Security FY04CBRNE Grant / Inventoried Tools and Equipment	
21511309-5450	21511309-5301	\$ 17,580.00
Homeland Security FY04CBRNE Grant / Capital Outlay Machinery And Equipment	Homeland Security FY04CBRNE Grant / Contracted Professional	

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

RESOLUTION NO. 05-1278

IN THE MATTER OF APPROVING AN AGREEMENT TO PROVIDE EMERGENCY MEDICAL SERVICES WITHIN LIBERTY TOWNSHIP AND DELAWARE COUNTY:

Agreement To Provide Emergency Medical Services Within
Liberty Township And Delaware County

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

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THIS AGREEMENT is made by and between Liberty Township, hereinafter called “The Township,” and the County of Delaware, hereinafter called “The County,” pursuant to the authority of Section 307.15 of the Ohio Revised Code, that provides that the County may enter into agreements with the legislative authority of any political sub-division, whereby it undertakes, and is authorized by the Board of Commissioners, to exercise any power, perform any function, or render any service, in behalf of the County or the Board of Commissioners, that the county or the Board of Commissioners may exercise, perform or render.

WHEREAS, by mutual agreement, the Township, since 1972, has provided Emergency Medical Services (EMS) on behalf of the County in certain areas of the County, and;

WHEREAS, the Township and the County are committed to continue providing EMS to all residents of the Township and the County, and;

WHEREAS, the Township and the County have a desire to compensate the Township at a “per-run” rate for the EMS responses rendered, and;

WHEREAS, a “run” shall be defined as a single incident, regardless of the number of medics or other apparatus that responds;

NOW THEREFORE, the Township and County agree that compensation will be as follows:

1. That beginning July 1, 2005, the compensation payable by the County to the Township for EMS shall be based on a per-run rate of \$170.89 each, within or outside the Township limits. In addition, non-transport shall be paid at a rate of ½ of the transport rate, or \$85.45 each. Payments from the County to the Township will be made in four (4) quarterly installments beginning in July 2005 based on the previous quarter run data.
2. That the County will provide to the Township, notwithstanding any HIPAA restrictions, a total number of transports and non-transport runs taken within the jurisdictional limits of the Township on a quarterly basis, and that the Township will not be compensated for any of the transports that may be conducted by the County in the Township area.
3. That the Township will provide to the County, notwithstanding any HIPAA restriction and as part of the quarterly invoice, a total number of medical runs taken by the Liberty Township Fire Department. That the monthly run total will identify transports, non-transport and cancelled calls inside and outside of the Township area whether directly, or for mutual aid.
4. That the Parties agree to jointly review and analyze the results of this agreement, improving efficiencies, avoiding duplications and defining and recommending the terms of a new Agreement to succeed this one.
 - a. When it is appropriate for two emergency medic vehicles to respond, the closest automatic response unit will be dispatched along with Liberty Township. If Liberty Township does not transport, then it will be compensated at the non-transport rate.
 - b. Liberty Township will be dispatched on a single medic vehicle response within their jurisdiction along with the closest medic if requested whether Delaware County or an Automatic Response Fire Department. There will be no compensation made to Liberty Township if they are cancelled prior to arrival.
5. That the county agrees to reimburse Liberty Township Fire Department for all runs within Liberty township and all response areas as requested by Delaware County.
6. That this Agreement shall be in force and effect after it’s execution from July 1, 2005 and shall terminate on December 31, 2006.

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

RESOLUTION NO. 05-1279

IN THE MATTER OF APPROVING A RESOLUTION ADOPTING THE NATIONAL INCIDENT
MANAGEMENT SYSTEM (NIMS):

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

WHEREAS, President Bush issued Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*, on February 28, 2003, directing the Secretary of Homeland Security to develop, submit for review to the Homeland Security Council, and administer a National Incident Management System (NIMS); and

WHEREAS, Governor Taft issued Executive Order 2004-14T on July 30, 2004 ordering all departments and

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agencies of the State to utilize the Incident Management System prescribed by the Department of Homeland Security; and

WHEREAS, NIMS will provide a consistent nationwide approach allowing federal, state, local and tribal governments to work effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents; and

WHEREAS, the Department of Homeland Security has sought extensive input on NIMS from state, local, and tribal officials, the emergency response community, and the private sector and has incorporated the best practices currently in use by incident managers; and

WHEREAS, effective homeland security incident management involves new concepts, processes, and protocols that will require refinement over time. The collective input and guidance from all homeland security partners has been, and will continue to be, vital to the further development of an effective and comprehensive national incident management system; and

WHEREAS, NIMS was published by the Department of Homeland Security on March 1, 2004; and

WHEREAS, HSPD-5 and NIMS require all federal departments and agencies to adopt NIMS and use it in domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation programs and activities, as well as to assist state, local, or tribal entities; and

WHEREAS, HSPD-5 and NIMS require federal departments and agencies to make state, tribal and local organizations adopt NIMS as a condition for federal preparedness assistance beginning in federal fiscal year 2005; and

WHEREAS, short-term compliance will include adopting the basic tenets of the Incident Command System identified in the NIMS document. The Secretary of Homeland Security published standards, guidelines, and protocols for determining compliance in December 2004.

NOW, THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Delaware County, pursuant to Section 307.15 of the Ohio Revised Code, do hereby order that:

- 1. All departments, offices, and agencies of Delaware County shall utilize the Incident Management System prescribed by the Department of Homeland Security, as implemented by the Delaware County Office of Homeland Security and Emergency Management.
- 2. The Director of the Delaware County Office of Homeland Security and Emergency Management shall determine the timetable and steps necessary for the expedient implementation of this Resolution.
- 3. The Delaware County Office of Homeland Security and Emergency Management will begin training on NIMS and revise the Delaware County Emergency Operations Plan as soon as practicable.

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

RESOLUTION NO. 05-1281A

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn into Executive Session.

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

RESOLUTION NO. 05-1282A

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Ward to adjourn out of Executive Session.

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

Resolution NO. 05-1281 and 05-1282 were inadvertently used twice.

RESOLUTION NO. 05-1281

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IN THE MATTER OF GRANTING THE AMENDED ANNEXATION PETITION OF 207.5 ACRES OF LAND
IN BERLIN TOWNSHIP TO THE CITY OF DELAWARE

Whereas, on September 19, 2005, the Delaware County Commissioners determined they should reconsider the action they took as detailed in Resolution 05-1250 .

Whereas after discussion the Delaware County Commissioners wish to rescind their decision and in fact approve the said annexation of 207.5 ,more or less, acres of land in Berlin Township to the City of Delaware as submitted by agent for the petitioner J. Jeffrey McNealey Esq. in the amended petition filed on August 29, 2005.

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

ON AUGUST 26, 2005, BERLIN TOWNSHIP FILED A LAWSUIT STYLED Berlin Township v. Delaware County Commissioners, Et Al. Case No. 05-CVH-080647

ON SEPTEMBER 21, 2005, BERLIN TOWNSHIP FILED AN AMENDED COMPLAINT IN MANDAMUS AND DECLARATORY JUDGMENT ACTION IN THE ABOVE-CAPTIONED LAWSUIT, WHICH COMPLAINT ALLEGED, AMONG OTHER THINGS, THAT THE DELAWARE COUNTY BOARD OF COMMISSIONERS IMPROPERLY RECONSIDERED AND APPROVED THE AMENDED ANNEXATION PETITION BY VOTE ON SEPTEMBER 19, 2005;

ON NOVEMBER 22, 2005, THE DELAWARE COUNTY COURT OF COMMON PLEAS ENTERED AN ORDER GRANTING BERLIN TOWNSHIP’S COMPLAINT IN MANDAMUS; AND

ON JANUARY 4, 2006, THE DELAWARE COUNTY COMMISSIONERS RECEIVED A REQUEST FROM AGENT FOR THE PETITIONER, J. JEFFREY MCNEALEY, ESQ, TO WITHDRAW THE ANNEXATION PETITION OF 212.91 ACRES OF LAND IN BERLIN TOWNSHIP TO THE CITY OF DELAWARE.

ON JANUARY 30, 2006, THE DELAWARE COUNTY COMMISSIONERS CONFIRMED THE WITHDRAWAL OF THE ANNEXATION PETITION FROM AGENT FOR THE PETITIONER J. JEFFREY MCNEALEY, ESQ. REQUESTING ANNEXATION OF 212.91 (AMENDED TO 207.5 ACRES) ACRES OF LAND IN BERLIN TOWNSHIP TO THE CITY OF DELAWARE

RESOLUTION NO. 05-1282

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD:

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

WHEREAS, pursuant the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, has adopted a policy for the use of County Procurement Cards. And;

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Board of Commissioner
Office/Department:	Facilities Management
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$1,000
Daily number of transactions per card:	5
Monthly number of transactions per card:	50
Name on Card:	Randy Ormeroid

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

RESOLUTION NO. 05-1283

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IN THE MATTER OF APPROVING A CONTRACT WITH J .A. GUY INC. FOR BID PACKAGES 1 & 2
(BOILER EQUIPMENT & PLUMBING) FOR THE DELAWARE COUNTY COURTHOUSE BOILER
RELOCATION:

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

DELAWARE COUNTY BOARD OF COMMISSIONERS
CONTRACT

This Contract made by and between:

J .A. Guy Inc.
5810 Shier-Rings Rd.
Dublin, OH 43016

(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 Contract Documents and as necessary to produce the results intended by the Contract Documents, for:

Combination Bid – Bid Packages 1 & 2
Boiler Equipment & Plumbing
Courthouse Boiler Relocation
91 North Sandusky Street
Delaware, Ohio

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 Contract Documents, the amount of Ninety Seven Thousand Three Hundred Dollars (\$97,300.00), based upon the Bid Form, dated August 15,2005 submitted by the Contractor.

Total Bid Amount \$97,300.00

- 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 Contract Documents.

ARTICLE 3

- 3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 75 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract 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 Contract Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.
- 3.4 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.

- 3.5 LIQUIDATED DAMAGES

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<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

- 4.1 The Bid Documents 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 Contract 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 Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon execution 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.

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:
J .A. Guy Inc. (\$97,300.00) 40111402-5410

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

RESOLUTION NO. 05-1284

IN THE MATTER OF APPROVING A CONTRACT WITH SELLERS ELECTRIC COMPANY, INC FOR BID PACKAGE 3 (INTERIOR ELECTRIC) FOR THE DELAWARE COUNTY COURTHOUSE BOILER RELOCATION CONTINGENT UPON THE PROSECUTOR’S APPROVAL:

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

DELAWARE COUNTY BOARD OF COMMISSIONERS
CONTRACT

This Contract made by and between:

Sellers Electric Company, Inc.
PO Box 347
Delaware, OH 43015

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

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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 Contract Documents and as necessary to produce the results intended by the Contract Documents, for:

**Bid Packages 3 – Interior Electric
Courthouse Boiler Relocation
91 North Sandusky Street
Delaware, Ohio**

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 Contract Documents, the amount of Seven Thousand Two Hundred Eighty Six Dollars (\$7,286.00), based upon the Bid Form, dated August 15, 2005 submitted by the Contractor.

Total Bid Amount \$7,286.00

- 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 Contract Documents.

ARTICLE 3

- 3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 75 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract 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 Contract Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.
- 3.4 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.

- 3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

- 4.1 The Bid Documents 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

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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 Contract 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 Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon execution 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.

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:
Sellers Electric (\$7,286.00) 40111402-5410

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

RESOLUTION NO. 05-1285

SETTING BID OPENING DATE AND TIME FOR SNOW REMOVAL SERVICES FOR VARIOUS COUNTY PROPERTIES FOR DELAWARE COUNTY:

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

PUBLIC NOTICE
INVITATION TO BID
ITB #05-05 SNOW REMOVAL SERVICES

Notice to bidders are posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:00 AM on Monday, October 10, 2005**, at which time they will be publicly opened and read and the contract awarded as soon as possible, for Snow removal services for various County properties services for Delaware County.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., or Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Snow Removal Services." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

RESOLUTION NO. 05-1286

IN THE MATTER OF APPROVING AN EASEMENT AND RIGHT OF WAY BETWEEN THE DELAWARE

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COUNTY COMMISSIONERS AND COLUMBUS SOUTHERN POWER COMPANY:

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

Easement & Right of Way

DELAWARE COUNTY COMMISSIONERS, Grantor(s)” in consideration of \$1.00, the easement terms, and other good and valuable consideration from Columbus Southern Power Company, an Ohio corporation, 700 Morrison Dr., Gahanna, OH 43230-6605, “Grantee”, the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee, a non-exclusive right of way and easement “Easement”, for electric, other energy or communication purposes for current/future uses, overhead and underground, in, on, over, through and across the following described lands situated in the City of Delaware, Delaware County, Ohio, and being part of Section No.4, Township No.5, Range No. 19, and being Parcel Number 519-434-06-003-000, containing 3 acres, Delaware County Auditor’s Office. Being part of original Outlot 12 of the original town plat of the City of Delaware as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 2, Page 23, Delaware County Recorder’s Office.

Said lines shall be constructed within the limits of a Ten (10) feet wide strip of land, the centerline of which being the poles, anchors, and overhead electric cable as installed. The approximate location of the centerline is shown on the attached drawing marked Exhibit “A” and made a part hereof.

This Easement conveys all necessary and convenient rights for the Easement’s use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, replace, enlarge, upgrade, relocate within the Easement, extend or remove utility facilities, with poles, anchors, guys, supporting structures, conductors, conduits, service pedestals, grounding systems, foundations, manholes, devices and associated equipment, as it may deem appropriate, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, at Grantee’s option, without any liability to Grantor, any trees, overhanging limbs or branches, brush, shrubs, undergrowth, of whatever size, (including those that are dead, diseased, weak, or leaning), buildings, structures, or other obstructions that in Grantee’s reasonable judgment endangers or will endanger the safety of, interfere with or encroach upon the use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any buildings, structures, pile or debris, interfere with lateral support, construct any swimming pool, change the level of the ground by excavation or mounding without Grantee’s written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee’s design standards, and, for underground lines, permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall conduct construction/maintenance activities on its property consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee’s Engineering Group and if Grantor initiates any construction or building activities on its property, always call the applicable utility protection service before the activity begins. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee’s use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their respective successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby. Easement attachments, if any, are incorporated herein by this reference.

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

RESOLUTION NO. 05-1287

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 AND PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn into Executive Session at 12:15AM.

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

RESOLUTION NO. 05-1288

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 19, 2005

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 12:30AM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners