

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 3, 2006

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Glenn A. Evans, James D. Ward  
Kristopher W. Jordan only present till Resolution 06-420

**1:00 PM Prosecutor Session**

**RESOLUTION NO. 06-412**

**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 FOR PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 1:20PM.

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

**RESOLUTION NO. 06-413**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Evans, seconded by Mr. Jordan to adjourn out of Executive Session at 2:27PM.

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

**PUBLIC COMMENT**

Nancy Shapiro from the Delaware General Health District informed the Commissioners that this week is National Public Health Week for 2006 and the Delaware General Health District was national recognized as a Blue Ribbon Community.

Local events are scheduled for April 8, 2006 at the Powell YMCA (open) and April 6, 2006 Planning Meeting (registration required).

**RESOLUTION NO. 06-414**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 30, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held March 30, 2006 as contained in the county's official electronic recordings of the proceedings.

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

**RESOLUTION NO. 06-415**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0331:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR0331 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
Delaware Area Career	Ohio Job and Family Reimbursement	22311611-5348	\$ 28,847.95
<b>Increases</b>			
Downes Hurst Fishel	Legal Fees	10011303-5301	\$ 5,000.00
AZ Commercial	Vehicle Parts	10011106-5228	\$ 4,500.00
McWherter, Tony	Board And Care	22511607-5350	\$ 4,231.50
Kemmerling, Adam	Board and Care	22511607-5350	\$ 4,636.00
Boys Village	Residential Treatment	22511608-5342	\$ 15,000.00
<b>Vouchers</b>			
Toddler Inn	Day Care	22411610-5348	\$ 9,676.58
Kokomo Academy	Residential Treatment	22511608-5342	\$ 6,020.00

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Boys Village	Residential Treatment	22511607-5342	\$ 35,403.36
Maximus	Jury View	40111402-5450	\$ 8,100.00
CEBCO	May Premium and Claims	60211902-5370	\$ 683,574.68
AEP	Utility	65211919-533833802	\$ 9,989.09

**Memo Transfer**

<b>From:</b>	<b>To:</b>		
CSEA	JV Court	Court Contract	\$ 6,033.50
23711630-5360	10026201-4245		

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

**RESOLUTION NO. 06 -416**

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

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

The Auditor’s Office is requesting that Merrill Sheets and Paul Howard attend a Central Weights and Measures Conference in Dayton, Ohio April 30-May 3, 2006, at the cost of \$737.50.

The Administrative Services Department is requesting that Christine Shaw attend the Association of Records Managers and Administrators Columbus Spring Seminar in Dublin, Ohio May 19, 2006, at the cost of \$143.20.

The Child Support Enforcement Agency is requesting that Joyce Rhodes attend a Statewide Civil Rights Conference in Columbus, Ohio June 7-8, 2006, at no cost.

The Child Support Enforcement Agency is requesting that Susan Brown and Joyce Rhodes attend a Fiscal Training in Columbus, Ohio April 26, 2006, at the cost of \$150.00.

The Department of Job and Family Services is requesting that Deborah Breedlove and Susan Sours attend a CRISE Computer Training in Columbus, Ohio April 4-5, 2006, at no cost.

The Department of Job and Family Services is requesting that Chad Richardson attend a Civil Rights Training Session in Worthington, Ohio June 7-8, 2006, at no cost.

The Prosecutor’s Office is requesting that Chris Betts and Ben Collins attend a Land Use And Zoning Law Conference in Columbus, Ohio April 12, 2006 at the cost of \$265.00.

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

**RESOLUTION NO. 06 -417**

**ADOPTING RESOLUTION OF CONGRATULATIONS TO MOLLY MCCARRICK UPON EARNING HER GIRL SCOUT GOLD AWARD:**

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

Whereas, Molly McCarrick has exhibited the ideals of the Girl Scouts of America in Senior Girl Scout Troop 2196 of Galena, Ohio, and

Whereas, Molly McCarrick has met all the requirements and been approved for her Gold Award by the National Girl Scouts of America, and

Whereas, The Board of Commissioners of Delaware County wishes to express congratulations to, Molly McCarrick on earning the Girl Scout Gold Award.

Now Be It Resolved, That the Board of County Commissioners of Delaware County hereby officially congratulates, Molly McCarrick on attaining the Girl Scouts highest rank - the Gold Award. Your leadership and diligence have earned you the distinction of being a Gold Award recipient. You have become a member of a select group of individuals who are recognized as outstanding in all that Scouting represents.

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

**RESOLUTION NO. 06-418**

**IN THE MATTER OF ADOPTING RESOLUTION OF CONGRATULATIONS TO MICHAEL MCCARRICK UPON EARNING HIS EAGLE SCOUT AWARD:**

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

WHEREAS, Michael McCarrick has been a member of Boy Scout Troop # 300; and

WHEREAS, Michael McCarrick has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to Michael McCarrick on earning the Eagle Scout Award.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates Michael McCarrick on attaining Scouting's highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents.

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

**RESOLUTION NO. 06-419**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR BOULDER RIDGE:**

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

**Boulder Ridge**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 3<sup>rd</sup> day of April, 2006 between **M/I HOMES OF CENTRAL OHIO, LLC** as evidenced by the **BOULDER RIDGE** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 3/16/06, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

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

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

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

**ROADWAY AND STORM DRAINAGE**

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

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

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

**RESOLUTION NO. 06-420**

**IN THE MATTER OF APPROVING THE RELEASE OF TRENTON LAND COMPANY'S LETTER OF CREDIT FOR SAGE CREEK SECTION 4, PHASE A, PART 1:**

It was moved by Mr. Evans, seconded by Mr. Jordan to release the letter of credit for Sage Creek Section 4, Phase A, Part 1:

**Sage Creek Section 4, Phase A, Part 1**

In April, 2005, your Board entered into agreement with Trenton Land Company for the above referenced project. At that time, the developer posted a Letter of Credit as construction surety. As this project has been completed to the satisfaction of this office, The Engineer requests your approval to release the Letter of Credit back to Trenton Land Company.

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

**Common Access Drive Discussion**

**RESOLUTION NO. 06 -421**

**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
U060332	American Electric Power	Alexander Road	Install poles
U06034	Verizon	Thomas Road	Relocate cable
U06036	Columbia Gas	Wellington Boulevard	Install gas main
U06037	Columbia Gas	Home Road/sawmill Parkway	Install gas main
U06038	Columbia Gas	Highland Lakes Avenue	Install gas main
U06039	SBC	Sunbury Road	Trench in right-of-way
U06041	Consolidated Electric	N. Sectionline Road	Set new pole
U06043	American Electric Power	Carriage Road	Install cable

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

**RESOLUTION NO. 06-422****IN THE MATTER OF ESTABLISHING A REVISED CONSTRUCTION COST AND TIME COMPLETION DATE FOR THE OLENTANGY CROSSINGS ASSESSMENT PROJECT:**

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

**WHEREAS**, the Olentangy Crossings Assessment Project, also known as the U.S. 23 – Lewis Center Road Construction, has run into unforeseen conditions throughout the project, and

**WHEREAS**, these unforeseen conditions have resulted in project construction cost increases and time extensions, and

**WHEREAS**, the original contract price was \$1,972,059.75, and

**WHEREAS**, the cost of Change Order Numbers 1, 2 and 4 resulted in construction cost increases of \$196,679.25, and

**WHEREAS**, Change Order Number 3 extended the project completion date to May 15, 2006, and

**WHEREAS**, Change Order Number 5 further increased construction costs by \$39,238.52,

**BE IT RESOLVED**, by the Board of County Commissioners of Delaware County, Ohio, the project construction cost of the Olentangy Crossings Assessment Project is now established at \$2,207,977.52 and the time of completion is to be May 15, 2006.

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

**RESOLUTION NO. 06-423****IN THE MATTER OF APPROVING THE CONTRACT WITH MERRICK AND COMPANY FOR DIGITAL ORTHOPHOTGRAPHY AND LIDAR DATASETS FOR DELAWARE COUNTY:**

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

**CONTRACT**

This Contract made this day of 3<sup>rd</sup> day of April, 2006, and between Delaware County Auditor, Delaware County, Ohio, hereinafter designated as FIRST PARTY, and Merrick & Company of Aurora, Colorado hereinafter designated as SECOND PARTY.

**WITNESSETH:**

That said SECOND PARTY, for and in consideration of the sum of Three Hundred One Thousand One Hundred Fifty-Nine and 13/100 Dollars (\$301,159.13) based on the figures set forth in SECOND PARTY'S Proposal form, to be paid as hereinafter specified, hereby agrees to furnish and deliver unto said FIRST PARTY Digital Orthophotography and LiDAR Datasets as described in, and in strict conformity with, the instructions, specifications, terms, conditions and requirements of the RFP/Bid Package for the project known as the Digital Orthophotography and LiDAR Datasets Project, together with all exhibits and appendices of the said RFP/Bid Package, the Legal Notice to Bidders, Proposal Bond and Contract Bond for the same, all of which are by reference made a part of this contract and attached hereto. The SECOND PARTY is also bound by the accompanying Proposal form of the SECOND PARTY which by this reference is also made part of this contract.

The Digital Orthophotography and LiDAR Datasets shall be delivered within the time stated in the accompanying proposal by the SECOND PARTY. In the event that SECOND PARTY fails to fully meet and perform the obligations imposed and required as part of this contract, the SECOND PARTY shall pay liquidated damages to the FIRST PARTY as compensation for such failure. Such liquidated damages shall be as provided in the Bid Package.

The Digital Orthophotography and LiDAR Datasets shall be furnished according to all of the foregoing and to the satisfaction and acceptance of the FIRST PARTY.

Said SECOND PARTY hereby agrees to indemnify and hold the FIRST PARTY free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said SECOND PARTY, its suppliers, agents or employees. The SECOND PARTY also agrees to indemnify and hold the FIRST PARTY free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from defects in the Digital Orthophotography and LiDAR Datasets.

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The FIRST PARTY, in consideration of the full and faithful performance of all and singular of the things herein, agrees that it will pay to said SECOND PARTY the amount above stated, payment to be made by the said FIRST PARTY, upon receipt and acceptance of various deliverables, such payment to be made per the Specifications of the Bid Package.

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

**RESOLUTION NO. 06-424**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR OLENTANGY CROSSING SECTION 7:**

It was moved by Mr. Evans, seconded by Mr. Ward to approve sanitary sewer plan for Olentangy Crossing Section 7 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 06-425**

**IN THE MATTER OF APPROVING AN EMERGENCY MEDICAL SERVICES GRANT THROUGH THE LAERDAL FOUNDATION FOR THE PURCHASE OF AUTOMATED EXTERNAL DEFIBRILLATOR'S:**

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

WHEREAS, the Laerdal Foundation provides grant funding for the purchase of automated external defibrillator's (AED's), and;

WHEREAS, these devices can be used for cardiac incidents where early defibrillation and monitoring are one of the most important links in the chain of survival, and;

WHEREAS, the Delaware County Emergency Medical Service has a need for two of these devices to equip the response vehicles used by our operational East and West side Captains who are frequently the first on-scene responders;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the submittal of this grant request to the Laerdal Foundation by EMS for the acquisition of this equipment to provide expanded health care capability to our residents.

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

**RESOLUTION NO. 06-426**

**IN THE MATTER OF APPROVING A GRANT FOR AUTOMATED EXTERNAL DEFIBRILLATOR'S BY EMERGENCY MEDICAL SERVICES THROUGH THE MOMSTEAM:**

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

WHEREAS, the MomsTeam provides grant funding for the purchase of automated external defibrillator's (AED's), and;

WHEREAS, these devices can be used for cardiac incidents where early defibrillation and monitoring are one of the most important links in the chain of survival, and;

WHEREAS, the Delaware County Emergency Medical Service has a need for two of these devices to equip the staff vehicles used by our EMS Chief and Training Officer who could be the first on-scene responders;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the submittal of this grant request to MomsTeam by EMS for the acquisition of this equipment to provide expanded health care capability to our residents.

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

**RESOLUTION NO. 06-427**

**IN THE MATTER OF APPROVING A GRANT REQUEST THROUGH THE WAL-MART SAFE NEIGHBORS PROGRAM FOR EMERGENCY MEDICAL SERVICES TO ACQUIRE TWO CARBON MONOXIDE TESTING DEVICES:**

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

WHEREAS, Wal-Mart provides a Safe Neighbors Grant Program that could provide funding for the purchase of two RAD-57 carbon monoxide poisoning devices, and;

WHEREAS, these devices can be used for measuring the amount of carbon monoxide in a patients bloodstream and provide for immediate identification of the need to transport patients to Columbus area hospitals, and;

WHEREAS, award of these grant requests by Wal-Mart would need to be matched by the County at a cost of \$395.00 for each device needed, and;

WHEREAS, the Delaware County Emergency Medical Service has a need for two of these devices to equip the response vehicles used by our operational East and West side Captains who are frequently the first on-scene responders, at a total cost to the County of \$790.00;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the submittal of this grant request to the Wal-Mart Safe Neighbors Program by EMS for the acquisition of this equipment to provide expanded health care capability to our residents.

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

**RESOLUTION NO. 06-428**

**IN THE MATTER OF APPROVING A BID OPENING DATE FOR ACCEPTANCE OF PROPOSALS ON PROVIDING MEDICAL MATERIALS AND SUPPLIES FOR DELAWARE COUNTY EMERGENCY MEDICAL SERVICES:**

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

WHEREAS, Delaware County Emergency Medical Services (EMS) requires medical supplies and materials on a continuing basis throughout the year, and

WHEREAS, these materials and supplies are necessary for the continued operation of the County EMS as well as other interested political subdivisions, and

WHEREAS, the combined equipment cost along with the quality, service and overall value are of equal importance;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a bid opening time and date of **10:00 a.m., 27 April 2006**, for proposals to supply emergency medical supplies and materials for the Delaware County EMS and other political subdivisions for a period of one year with an opportunity to extend the contract for a second year.

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

**RESOLUTION NO. 06-429**

**IN THE MATTER OF ADOPTING A RESOLUTION RENEWING MUTUAL AID AGREEMENTS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE KNOX, MORROW, UNION, MARION AND LICKING COUNTY BOARDS OF COMMISSIONERS:**

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

WHEREAS, Section 5915.09 of the Ohio Revised Code allows political subdivisions in collaboration with other public and private agencies to develop mutual aid arrangements for reciprocal emergency management aid and assistance, and

WHEREAS, the Board recognizes that such an agreement would be mutually beneficial to both entities and possibility help reduce the risk of loss of life and property; and

WHEREAS, Delaware County, Knox, Morrow, Union, Marion and Licking Counties have had such agreements since 1992;

NOW THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the renewal of mutual aid agreements with Knox, Morrow, Union, Marion and Licking County Boards of Commissioners.

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

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**RESOLUTION NO. 06-430**

**IN THE MATTER OF APPROVING A CASH LEASE BY AND BETWEEN THE BOARD OF  
COMMISSIONERS FOR DELAWARE COUNTY AND RYAN D. RHOADES FOR THE DELAWARE  
COUNTY HOME FARMLAND:**

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

**CASH LEASE**

**SECTION I. DATE, PARTIES TO LEASE, AND DESCRIPTION OF PROPERTY**

1. This lease is made this 3rd day of April, 2006, by and between the Board of Commissioners for Delaware County, Ohio, landlord, and Ryan D. Rhoades, tenant.
2. The landlord, in consideration of the hereinafter described agreements made by the tenant, does hereby lease to the tenant to occupy and use for agriculture purposes only the following described real estate situated in the County of Delaware, State of Ohio: 156 of 224 acres located in Section (s) 18, Town 5, Range 1 & 2 of Brown Township and further described as Cropland of Delaware County Home Farm, except for the following reservations: Buildings, Pasture Land and Barn and Feedlots.

**SECTION II. LENGTH OF LEASE**

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for the 2006 crop year beginning on the 1<sup>st</sup> day of April, 2006, at 12:00 p.m. (noon) and ending on December 31, 2006, or ten days after the crops are removed, which ever comes first.

Said lease is thereafter renewable for two (2) additional one (1) crop years. To renew, the tenant must provide the landlord a written notice of intent to renew on or before the fifteenth day of October 2006 (for the 2007 crop year). Any renewal period pursued by the tenant will be subject to the same terms and conditions of the original lease period.

The total acreage for the 2007 crop year and any additional renewal period shall be 219 acres and the renewal lease shall be for 169 or 219 acres and the total rent shall be adjusted accordingly.

The landlord reserves the right not to renew the lease and must do so in writing to the tenant by December 20, 2006.

**SECTION III. PAYMENT OF RENT**

For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, a rent of \$17,940.00, being computed at \$ 115.00 per tillable acre.

One half of the annual rent shall be due and payable at the Delaware County Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio 43015 on or before April 30, 2006; the remaining one-half of the annual rent is due and payable on or before November 1, 2006 for the crop year. Rent for the second year and any renewal period will be due in the same manner for the year of the lease or the year the lease is renewed.

Failure to pay rent on time will automatically result in non-renewal of lease.

**SECTION IV. LANDLORD CONTRIBUTION**

1. The landlord will furnish the above described real estate.
2. The landlord will maintain recommended lime levels on land of a buffer ph level of 6.5 to 7.0.

**SECTION V. TENANT'S CONTRIBUTION AND CARE OF PROPERTY**

The tenant agrees to farm the land in a husband-like manner and in accordance to the Resource Management Plan developed by the Delaware County Soil and Water Conservations District and the USDA Natural Resource Conservation Service.

**SECTION VI. SYSTEM OF FARMING AND SOIL MAINTENANCE**

The tenant is encouraged to farm the property in accordance to the Resource Management System Conservation Plan developed by the USDA Natural resource Conservation Service and the Delaware Soil & Water Conservation District and adopted by the Board of Commissioners, and in addition,

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provided that the tenant does not do any of the following: plow identified surface drainage courses, cut straw on fields planted to wheat or oats after harvest, use any herbicides, pesticides, and/or use fertilizers that have any residual carry-over into the next crop. Straw cut during harvest may be removed from fields.

The tenant shall not use the property that is subject of this lease for the pasturing of livestock.

This lease does not include the use of any building or utilities on the property.

**SECTION VII. RIGHT OF ENTRY**

The landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the tenant as provided in this lease.

**SECTION VIII. HEIRS AND SUCCESSORS**

1. This lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant.

2. However, if the lease is renewed for more than the crop year, the following applies:

- a. If the land is sold or transferred during the term of this lease, the sale or transaction is subject to terms of this lease.
- b. If the tenant dies during the terms of this lease, the lease shall be terminated at the end of the lease year in which the death occurs.

**SECTION IX. YIELDING POSSESSION AT END OF LEASE**

The tenant agrees that at the expiration of this lease he will yield possession of the property to the landlord without further notice and that it will be in as good order and condition as when the same was entered by the tenant.

**SECTION X. SUBLEASING**

The tenant will not re-lease or sublet said property or any part thereof without the written consent of the landlord.

**SECTION XI. TERMINATION OF LEASE/LIQUIDATED DAMAGES**

The landlord may, at its sole option, terminate this lease upon providing thirty (30) days written notice of its intent to do so. If the landlord terminates this lease for any reason before the planting of any crops, the landlord shall reimburse the tenant liquidated damages for all reasonable expenses, excluding lost profits but including any rent payments that already have been made, for that crop season. If the landlord terminates this lease after the planting of crops, the landlord shall reimburse the tenant liquidated damages in the estimated amount of the value the crop planted on the farmland. Estimated yield rates and rates for standard farming practices will be obtained from the local USDA Office and/or OSU Extension Office. The liquidated damages described in this section will be the only remedy available to the tenant under this agreement. The tenant hereby releases all other claims, rights and legal and equitable remedies against the landlord. The tenant further indemnifies and holds harmless the landlord for any claim made by any party against the landlord relating to this agreement or the tenant's use of the property.

**SECTION XII. ADDITIONAL FEATURES**

The tenant agrees that for the 2006 crop year, approximately 18 of the 224 acres will be set aside for the installation of grass waterways, to be installed by others. The Delaware County Soil & Water Conservation Office shall mark this acreage. Approximately 5 acres will be in grass waterways upon completion reducing the total farmland to 219 acres for any optional renewal periods.

The tenant agrees that 50 of the 224 acres will be set aside for the application of treated sludge from the Olentangy Waste Water Treatment Plant and the Alum Creek Waste Water Treatment Plant by the Delaware County Sanitary Engineer. The 50 acres will be rotated annually, and will be flagged by the Sanitary Engineer's Office. All applications of sludge will meet EPA guidelines.

At the end of the renewal period or the end of the original lease if the tenant does not exercise their option to renewal, the tenant shall allow access to the property to any new tenant for the no-till planting of wheat immediately after the harvest of soybeans.

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 3, 2006

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

There being no further business the meeting adjourned.

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Glenn A. Evans

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Kristopher W. Jordan

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James D. Ward

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Letha George, Clerk to the Commissioners