

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2007

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

Mr. Boots Sheets came to follow up with the Commissioners about his concerns on the Primmer Ditch.

(For a complete record refer to the Official CD minutes)

RESOLUTION NO. 07-463

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 19, 2007 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held April 19, 2007 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-464

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0420:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0420 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
NCL of Wisconsin Inc.	Lab Materials & Supplies	66290404-5246	\$ 1,791.42
NCL of Wisconsin Inc.	Lab Materials & Supplies	66290304-5246	\$ 4,844.36
Siemens Water Tech Corp.	East Alum Creek PS/Bioxide	66290409-5290	\$ 6,125.00
Siemens Water Tech Corp.	Summerwood PS/Bioxide	66290412-5290	\$ 1,750.00
Siemens Water Tech Corp.	Vinmar PS/Bioxide	66290413-5290	\$ 1,750.00
Siemens Water Tech Corp.	Alum Creek PS/Bioxide	66290407-5290	\$ 30,082.25
Siemens Water Tech Corp.	Cheshire PS/Bioxide	66290408-5290	\$ 3,587.50
Siemens Water Tech Corp.	Maxtown PS/Bioxide	66290410-5290	\$ 7,000.00
Siemens Water Tech Corp.	Golf Village PS/Bioxide	66290308-5290	\$ 15,651.25
Siemens Water Tech Corp.	The Oaks PS/Bioxide	66290608-5290	\$ 3,500.00
Siemens Water Tech Corp.	Trotters Gate PS/Bioxide	66290315-5290	\$ 1,750.00
Siemens Water Tech Corp.	Leatherlips PS/Bioxide	66290318-5290	\$ 17,558.00
Siemens Water Tech Corp.	Golf Village North PS/Bioxide	66290309-5290	\$ 1,750.00
Siemens Water Tech Corp.	Lakes of Powell PS/Bioxide	66290310-5290	\$ 5,000.00
Siemens Water Tech Corp.	Woodland Hall PS/Bioxide	66290317-5290	\$ 1,750.00
Ohio Edison Co.	Electric Service to Tartan Fields	66290602-5338	\$ 15,119.53
Ohio Edison Co.	Electric Service to Concord PS	66290607-5338	\$ 2,250.00
Ohio Edison Co.	Electric Service to Phase 20 PS	66290609-5338	\$ 3,250.00
Ohio Edison Co.	Electric Service to Tillinghast PS	66290610-5338	\$ 1,720.00
Ohio Edison Co.	Electric Service to Oaks PS	66290608-5338	\$ 2,440.00
American Electric Power	Electric Service to Cheshire PS	66290408-5338	\$ 4,100.00
American Electric Power	Electric Service to Summerwood PS	66290412-5338	\$ 1,200.00
American Electric Power	Electric Service to Peachblow PS	66290411-5338	\$ 8,100.00
American Electric Power	Electric Service to Maxtown PS	66290410-5338	\$ 8,500.00
American Electric Power	Electric service to Alum Creek	66290402-5338	\$ 306,225.90
American Electric Power	Electric Service E Alum Creek PS	66290409-5338	\$ 1,650.00
American Electric Power	Electric Service to Alum Creek PS	66290407-5338	\$ 75,500.00
American Electric Power	Electric Service to Golf Village PS	66290308-5338	\$ 6,525.00
American Electric Power	Electric Service to Golf Village N	66290309-5338	\$ 3,000.00
American Electric Power	Electric Service to Sherbourne PS	66290314-5338	\$ 765.00
American Electric Power	Electric Service to Leatherlips PS	66290318-5338	\$ 18,000.00
American Electric Power	Electric Service Lakes of Powell PS	66290310-5338	\$ 1,800.00
American Electric Power	Electric Service to Seldom Seen PS	66290313-5338	\$ 2,295.00
American Electric Power	Electric Service to Wingate PS	66290316-5338	\$ 850.00

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American Electric Power	Electric Service to Woodland PS	66290317-5338	\$ 1,260.00
American Electric Power	Electric Service to Orange Rd. PS	66290311-5338	\$ 3,150.00
American Electric Power	Electric Service to Quail Meadows	66290312-5338	\$ 2,700.00
American Electric Power	Electric Service to Trotters PS	66290315-5338	\$ 2,520.00
American Electric Power	Electric Service to Deer Run PS	66290307-5338	\$ 900.00
American Electric Power	Electric Service to OECC, Central Maintenance & Wedgewood	66290302-5338	\$ 302,396.94
Synagro Midwest Inc.	Conveyance & Land App. Biosolids	66290303-5301	\$ 50,000.00
The OHIO State University	Day Care	22411610-5348	\$ 8,298.60
Increases			
Pomegranate Health Systems		22511608-5342	\$ 26,000.00
Pomegranate Health Systems		22511607-5342	\$ 70,000.00
Vouchers			
Pomegranate Health Systems	Residential Treatment	22511607-5342	\$ 8,820.00
House of New Hope Inc.	Residential Treatment	22511607-5342	\$ 6,702.82
Dreier & Maller	Repair of Jet/Vac Truck	66290402-5328	\$ 10,237.20
Dreier & Maller	Repair of Jet/Vac Truck	66290302-5328	\$ 10,237.20
Siemens Water Technology	Bioxide for Pump Stations	65211905-5290	\$ 7,169.75
Siemens Water Technology	Bioxide for Pump Stations	65211919-5290	\$ 7,129.50
Trident	Court House Security	10011102-5360	\$ 3,640.00
Trident	Juvenile Court Security	10011102-5360	\$ 1,820.00
Trident	Hayes Bldg Security	10011102-5360	\$ 335.76
Blue's Auto service	Repair 21-17	60111901-5370	\$ 6,135.29
Horton Emergency Services	2006 Ford Duty Ambulance	10011303-5450	\$ 122,937.90
Horton Emergency Services	Non-State Options	10011303-5450	\$ 2,045.00
BP Products N. America Inc.	Gasoline/Serv. Cntr./Walker Woods	10011106-5228	\$ 7,000.33
AEP	140 N Sandusky St.	10011105-5338	\$ 10,037.76
AEP	101 N. Sandusky St.	10011105-5338	\$ 3,421.82
AEP	88 N. Sandusky St.	10011105-5338	\$ 1,075.08

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

RESOLUTION NO. 07-465

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM NORTHSTAR GOLF MANAGEMENT, DBA NORTHSTAR GOLF RESORT AT 1150 WILSON ROAD, SUNBURY, OHIO 43074 AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Berkshire Township Trustees that Northstar Golf Resort has requested new D1 permit located at 1150 Wilson Road, Sunbury, Ohio 43074 and

Whereas, the Berkshire Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 07 -466

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Administrative Services is requesting that Lisa Iannotta attend a CLCCA Conference in Bellville on April 27 at no cost.

Economic Development is requesting approval of an amendment to the travel request for John Barron to attend

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the Crew Site Visit in Dallas, Texas on April 26-27 in the amount of \$96.00.

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

RESOLUTION NO. 07-467

IN THE MATTER OF PROCLAIMING APRIL 22-28, 2007 NATIONAL CRIME VICTIMS RIGHTS WEEK IN DELAWARE COUNTY:

It was moved by Mr. Ward, seconded by Mr. Jordan to proclaim April 22 –28, 2007 NATIONAL CRIME VICTIMS RIGHTS WEEK in Delaware County:

WHEREAS, Delaware County will be, during the week of April 22 through 28, 2007, honoring Victims Rights Week by conducting activities centering on issues dealing with victims of crimes committed in Delaware County. All events are survivor driven and conducted to bring awareness throughout the community that survivors have a voice in society. This week, allows survivors and the community an opportunity to honor loved ones lost to violent crime and respectfully thank those who help to fight and prevent crime in Delaware County. Together and as a community, we can find Justice. This is why we have themed the week in Delaware County, “Planting the Seeds of Justice.”

WHEREAS, as Delaware County continues its efforts to fight crime at every level, the community must never lose sight of the toll crime takes on victims. Those who have suffered a violation, whether it be their own person, property, or trust, deserve to be treated with dignity, fairness and respect by the criminal and juvenile justice systems, as well as the community at large, and

WHEREAS, society owes fair and respectful treatment to crime victims as well as assistance to rebuild their lives. Victims Rights Week will demonstrate support of crime victims and those who serve them by educating the citizens of Delaware County about the criminal justice system, violence, victimization, and the importance of community support of victims rights and services.

THEREFORE, It is with great admiration the Delaware County Commissioners express their appreciation for those victims and survivors of crime who have turned personal tragedies into a magnanimous force that not only serves to improve the rights and treatment of other crime victims, but also builds a better more just community, and for those people who work on behalf of crime victims such as the volunteers, law enforcement officers, prosecutors, victim service providers, physicians, health care professionals, parole and probation officers, counselors and a host of many others whose dedication and service to crime victims help to lessen the trauma and assist in personal recoveries;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY

The week of April 22 through 28, 2007, is declared National Crime Victims Rights Week in Delaware County, and all citizens of Delaware County are encouraged to use this week to reaffirm their commitment to victims of crime by extending to them respect, understanding and compassion.

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

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

RESOLUTION NO 07-468

IN THE MATTER OF APPROVING A MONITORING SERVICE AGREEMENT (111606DY1) AND TWO EXACUTRACK AT SERVICE AGREEMENTS (111606DY2 & 111606DY3) BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND BI INCORPORATED FOR ADULT COURT SERVICES:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve a Monitoring Service Agreement with BI Incorporated (111303DY1) : and two Exacutrack At Service Agreements (111606DY2 & 116606DY3) ;

(A Copy of the Agreements is available in the Commissioner’s Office until no longer of Administrative Value).

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

RESOLUTION NO. 07-469

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE DELAWARE AREA CAREER CENTER ABLE PROGRAM FOR GED CLASSES IN CONNECTION WITH ADULT COURT SERVICES:

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

Whereas Delaware County Adult Court Services is in need of an ABLE/GED Class on Thursday evenings and the Delaware Area Career Center ABLE Program is willing to provide said service at an agreed-upon cost, the Parties hereby agree that:

Delaware Area Career Center/ABLE will provide an on-site ABLE/GED class for persons who are court-involved, at 22 Court Street, Delaware OH 43015

The Thursday evening class will begin on March 29, 2007, and will end on June 28, 2007, (14 weeks). A new contract for services for FY 2008, is possible if all Parties are in agreement with terms and conditions.

The ABLE/GED class will meet for two hours, from 5:30-7:30 PM.

All adult learners will have a pre and post basic skill assessment using the TABE test (Test of Adult Basic Education) to document learner progress, as required by the Ohio Department of Education.

The instructor will keep attendance and follow-up with students when they are absent from class.

Cost of Service

Rate = \$35.00 per hour X 3 hours per class session (instructor is paid for 1 hour of preparation time for each 2 hour class) x 14 weeks

Total \$1470.00 Payable on June 15, 2007

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

RESOLUTION NO. 07-470

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS ENCHANTED CARE LEARNING CENTER AND CHAHERINE LAW:

It was moved by Mr. Jordan, 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
Enchanted Care Learning Center	Infant	\$169.90	\$ 134.21	\$ 8.76
	Toddler	149.42	\$ 108.70	\$ 6.39
	Pre-K	133.89	\$ 94.80	\$ 5.84

Child Care Provider	Infants	Toddlers	Preschool	School
Catherine Law	\$114.00 Full	\$112.00 Full	\$98.00 Full	\$90.00 Full
	\$76.00 Part	\$75.00 Part	\$65.50 Part	\$60.00 Part
	\$ 2.99 Hourly	\$ 2.95 Hourly	\$ 2.82 Hourly	\$ 269 Hourly

(A Copy of each of these contracts 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. 07 -471

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IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR FOSTER PARENT RECOGNITION BANQUET:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper "Public Purpose", and

WHEREAS, The October 20, 2003, State Auditor's ruling on payment of Expenditures Of Public Funds For Proper "Public Purpose" states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, May is recognized as Foster Parent Appreciation month; and

WHEREAS, Delaware County Department of Job and Family Services has planned a banquet to honor Foster Parents on May 14th; and

WHEREAS, the Department requests approval to procure food for this event; and

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 hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$900.00 to assist in funding the purchase of refreshments and other amenities for Foster Parent Appreciation Month 2007.

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

RESOLUTION 07-472

IN THE MATTER OF APPROVING A CONTRACT WITH SEPS, INC., TO PROVIDE ANNUAL MAINTENANCE FOR THE EMERGENCY UNINTERRUPTED POWER SOURCE (UPS) SYSTEM FOR THE PRIME SITE OF THE 800 MHZ RADIO SYSTEM:

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

WHEREAS, it is necessary for emergency power to be maintained at all times at the 800 MHz radio prime site to ensure our ability to dispatch emergency responders throughout Delaware County, and

WHEREAS, a maintenance contract provides the most cost effective method for maintenance of the Uninterrupted Power Source (UPS) equipment, and

WHEREAS, SEPS, Inc., is offering a contract that includes on-site repair, preventive maintenance and battery replacement;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approve this contract with SEPS, Inc. to provide maintenance service for the UPS system at the 800 MHz radio prime site for the period 4 May 2007 through 3 May 2008 at a cost of \$8,656.00.00 and a purchase order for the same amount from Account Number 21411306-5325.

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

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

RESOLUTION NO. 07-473

IN THE MATTER OF APPROVING REIMBURSEMENT OF \$25,699.00 TO TRIANGLE REAL ESTATE (SUBDIVIDER) IN CAPACITY FEE CREDITS FOR THE ARMY CORP OF ENGINEER'S PERMIT FEES FOR THE CENTRAL ALUM CREEK SANITARY SEWER IMPROVEMENTS.

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

WHEREAS the Sewer Master Plan (2006) recommends the provision of sewer service to the area know as the Central Alum Creek Service Area; and

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WHEREAS the subdivider has proposed to construct sanitary sewer improvements for the service area know as Central Alum Creek; and

WHEREAS the alignment alternatives for the improvements would require the provision of easements by the Army Corp of Engineers; and

WHEREAS determining the feasibility of the project on Army Corp of Engineer’s lands requires review of reports and evaluations of the potential alignments for improvements by the Army Corp of Engineers; and

WHEREAS the Army Corp of Engineers has assessed a fee of \$25,699.00 to review the submitted documents in order to make determination for the provision of easements for improvements; and

THEREFORE BE IT RESOLVED that Board of County Commissioners reimburse the Subdivider \$25,699.00 in the form of 4.36 capacity fee credits.

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

RESOLUTION NO. 07-474

IN THE MATTER OF MODIFYING A SUBDIVIDERS AGREEMENT WITH PLANNED COMMUNITIES FOR THE OLENTANGY CROSSINGS TRUNK SEWER PROJECT AND RESOLUTION 05-1380:

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

WHEREAS the subject improvements will serve a large tributary area and qualified for participation by the County for a portion of the construction costs; and

WHEREAS the original Sewer Improvements were designed to be installed by directional drilling through an environmental sensitive area; and

WHEREAS during the drilling process, an unforeseen soil conditions were encountered which were determined not conducive to directional drilling methods; and

WHEREAS numerous attempts to install the sewer through the soil conditions the were made, but because of the soil conditions, the improvements could not be installed by directional drilling as planned; and

WHEREAS upon review of the costs submitted for reimbursement by the Subdivider, the Director of Environmental Services has determined that the costs incurred during the numerous drilling attempts were real and actual construction costs due to an attempt to comply with requirements to protect the environment; and

WHEREAS the Subdivider has submitted construction cost related to the failed drilling attempts totaling \$180,000.00; and

WHEREAS the total of all construction costs requested by the Subdivider to be reimbursed by the County does not exceed the original value of reimbursement estimated by the Sanitary Engineer and Resolution 05-1380.

THEREFORE BE IT RESOLVED that agreement between the Board of County Commissioners and the Subdivider (Resolution 05-1380) be modified to allow for the requested reimbursement be considered as reasonable construction cost and is added to the total project cost for the determination of reimbursement credits.

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

RESOLUTION NO. 07-475

IN THE MATTER OF REQUESTING A TIME EXTENSION TO THE PUBLIC COMMENT PERIOD AND ADDITIONAL PUBLIC HEARINGS IN DELAWARE COUNTY FOR NPDES PERMIT NO. OHC200001 – OLENTANGY WATERSHED STORMWATER PERMIT

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

Whereas, the Ohio Environmental Protection Agency (OEPA) has proposed new rules (NPDES Permit No. OHC200001) to govern storm water impacts from construction site activities to the Olentangy River Watershed; and

Whereas, the proposed rules have the potential to create hardships for the economic development of the

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County within the Olentangy Watershed; and

Whereas, the proposed rules will cause a hardship to the County’s current and future capital improvement programs that will take place within the watershed; and

Whereas, the OEPA has allowed for less than two (2) months for the County and its affected citizens to read and make public comment to the proposed rules; and

Whereas, the OEPA did not invite the affected counties to participate in the development of the proposed rules; and

Whereas, the OEPA has scheduled only one (1) public hearing to take public comment at four o’clock pm in Columbus, Ohio on April 25, 2007; and the closing of the comment period on May 2nd 2007; and

Whereas, the Mid Ohio Regional Planning Commission hosted a meeting on April 16, 2007 for the County and OEPA staff to discuss the proposed rules; and

Whereas, upon close of this meeting, there remained many unanswered questions regarding the permit implications and implementation procedures that could impact the County and municipalities within the watershed; and

Whereas, the Delaware County Board of Commissioners desire to extend the public comment period in order to afford the affected citizen and county and city agencies an opportunity to understand and provide meaningful comment on the proposed rules;

Therefore be it resolved, that the Delaware County Board of Commissioner’s requests that the OEPA provide the following:

- 1. Extend the public comment period for at least six (6) additional months.
- 2. Hold public information sessions and public hearings in Delaware County.

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

RESOLUTION NO. 07-476

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR ;
NORTHSTAR SECTION 1 PHASES B, C, D, AND E:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve sanitary sewer plans for Northstar Section 1 Phases B, C, D, & E for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 07-477

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR GOLF VILLAGE
SECTION 12 PHASES C AND D:

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

Golf Village Section 12, Phase C

THIS AGREEMENT executed on this 23rd of April 2007, by and between **BOB WEBB LAKES EDGE LLC. SUBDIVIDER**, as evidenced by the **GOLF VILLAGE SECTION 12 PHASES C** 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 \$53,100.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **18** 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 (**\$74,341.66**) which is

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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 **\$7,455.00**, 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:

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

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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.

Golf Village Section 12, Phase D

THIS AGREEMENT executed on this 23rd day of April 2007, by and between **BOB WEBB LAKES EDGE LLC. SUBDIVIDER**, as evidenced by the **GOLF VILLAGE SECTION 12 PHASE D** 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 **\$91,450.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **31** 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 (**\$138,063.08**) 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 **\$13,845.00**, 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.

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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, "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.

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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. 07-478

IN THE MATTER OF APPROVING A PARTICIPATION AGREEMENT BETWEEN THE COUNTY RISK SHARING AUTHORITY (COSA) AND THE DELAWARE COUNTY COMMISSIONERS:

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

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

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

RESOLUTION NO. 07-479

IN THE MATTER OF APPROVING A LEASE BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND BROWN RODMAN PARTNERSHIP FOR SPACE AT 86-88 NORTH SANDUSKY:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the lease agreement:

The Lease agreement is made and entered into at Delaware, Ohio by and between Brown Rodman Partnership, an Ohio General Partnership, hereinafter referred to as the Lessor, the Board of County Commissioners of Delaware County, Ohio, hereinafter referred to as the Lessee.

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

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

RESOLUTION NO. 07-480

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF

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APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR
COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR LAND ACQUISITION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 10:15AM.

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

RESOLUTION NO. 07-481

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn out of Executive Session at 11:05AM.

Vote on Motion: Mr. Jordan Aye Mr. Evans 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