

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 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

RESOLUTION NO. 07-1289

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 15, 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 October 15, 2007 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. 07-1290

IN THE MATTER OF APPROVING AN AMENDMENT TO THE 9-1-1 CONSOLIDATION AGREEMENT BETWEEN THE CITY OF DELAWARE AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

DELAWARE COUNTY  
COUNTYWIDE 9-1-1 PLAN  
AMENDED (17<sup>th</sup>, October 2007)

Prepared by:  
Delaware County 9-1-1 Planning  
Committee, October 17, 2007  
Ratified: October 17, 2007

Adopted by:  
Delaware County Board of Commissioners,  
October 18, 2007

I INTRODUCTION:

On June 18, 1985, the Governor of the State of Ohio signed House Bill 491. This bill provided the legislation needed for establishing local 9-1-1 emergency telephone systems in Ohio. This bill is now part of Ohio Revised Code 4931. A Delaware County Planning Committee was formed in accordance with the legislative guidelines. The Committee was composed of Delaware County Commissioner Kenneth B. Creasy; Delaware City Manager Jewel Scott; and Genoa Township Trustee Dolores Schwartz. The Planning Committee appointed a Technical Advisory Committee, again using the enabling legislation as a guide. The Technical Advisory Committee submitted a preliminary plan on May 5, 1987, adopted by the Planning Committee on May 20, 1987 and ratified by political entities as the final Delaware County 9-1-1 Plan on August 24, 1987. The Delaware County E9-1-1 System was put into service on October 18, 1989.

The Technical Advisory Committee, subsequently called the Standing Technical Advisory Committee, was reconvened on November 17, 1992 for purposes of reviewing and changing the Delaware County 9-1-1 Plan as deemed necessary and appropriate. An amended plan was adopted in April 1993.

In September, 1999, the Delaware County Board of Commissioners adopted a resolution in accordance with ORC 4931 and 307 designating the 9-1-1 Center as both the countywide 9-1-1 Emergency Public Safety Answering Point (PSAP) and as a Countywide Communications Facility. Additionally, on February 22, 2000, the Delaware County Board of Commissioners resolved in public session to support the creation, financing and establishing of a single Countywide communications system for all public safety agencies within Delaware County. Further, the Commissioners agreed to begin this process by developing an amended countywide 9-1-1 plan and sponsoring an agreement between the Board and appropriate political sub-division signatories for a joint operation and consolidation of all 9-1-1 and dispatching functions. The Board of Commissioners began this process by appointing a 9-1-1 Planning Committee on 2 January 2001.

Delaware County implemented Phase I, and Phase II wireless 9-1-1 service to its residents beginning in May 2002. Working with both wireline and wireless carriers and adhering to existing Federal Communication Commission (FCC) rules and guidelines, wireless service was implemented direct to Phase I and Phase II as each wireless carrier became capable of providing the service. Each phase of service was provided as follows:

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007**

---

- PHASE I – All wireless service providers were notified at least six (6) months prior to the desired activation date that Delaware County was requesting Phase I wireless Enhanced 9-1-1 emergency service. All wireless service providers operating in the County were identified, their towers located and addressed, and routing to the proper PSAP based on tower location and/or sector was established. With Phase I, the 9-1-1 PSAP received the wireless callers callback number and the tower address and/or sector location.
- PHASE II – All wireless service providers were notified at least six (6) months prior to the desired activation date that Delaware County was requesting Phase II wireless enhanced 9-1-1 emergency service. With Phase II, the 9-1-1 PSAP receives the wireless callers callback number, the tower address and/or sector location, and the caller's longitude and latitude coordinates (with an accuracy level consistent with FCC regulations).

On July 2, 2007 both the Delaware City Council and the Delaware County Board of Commissioners agreed to consolidate 9-1-1 Centers by integrating the City of Delaware 9-1-1 Center into the Delaware County 9-1-1 Center. The agreement entered into between the Delaware County, Ohio Board of County Commissioners and the City of Delaware, Ohio pursuant to the authority of O.R.C. Sections 9.60, 307.15, 307.63 and 4931.40 to 4931.54 which provide, *inter alia*, that (a) municipal corporations may enter into contracts with any governmental entity to provide fire protection or emergency medical services; (b) counties may enter into agreements with the legislative authority of any municipal corporation, whereby the county undertakes, and is authorized by the county's board of commissioners, to exercise any power, perform any function, or render any services, on behalf of the board that the county or the board may exercise, perform or render; and (c) every emergency service provider that provides emergency service within the territory of a county-wide 9-1-1 system shall participate in the countywide system; and Section 5 of the Delaware City Charter which authorizes contracts with other governmental subdivisions in relation to the performance of the functions of the City.

## **II. ORGANIZATION:**

### THE PLANNING COMMITTEE:

The Delaware County Board of Commissioners appointed a Planning Committee for the purposes of amending this document on 17 January 2007. The members consisted of:

Mr. James D. Ward - President - Board of Commissioners  
 Mr. R. Thomas Homan - Member - City Manager, City of Delaware  
 Mr. James B. Agan - Member - Trustee, Orange Township

TECHNICAL ADVISORY COMMITTEE: The technical advisory committee derives its statutory authority from ORC 4931.42 and will convene at the request of the 9-1-1 Board for those purposes stated in ORC 4931.42.

1. MEMBERSHIP – Membership of the Committee will be composed as indicated below. Members can delegate or appoint, in writing, a representative from within their organization or office with the understanding that the appointed representative cannot fill multiple positions. This Committee is a permanent body in accordance with the Delaware County 1993 amendment to the 9-1-1 plan and Section 4931.42 of the Ohio Revised Code.
  1. A representative of the Delaware County Board of Commissioners to be selected by a majority vote of that Board.
  2. The Delaware County Sheriff.
  3. A representative of the Township Trustees Association to be selected by a majority vote of that Association.
  4. One Fire Chief selected by a majority vote of representatives of the Delaware County Fire Chief's Association.
  5. One Police Chief selected by a majority vote of the Delaware County Law Enforcement Association.
  6. One representative of the City of Delaware Public Safety organizations, either the Police Department or the Fire Department.
  7. One representative from each city within Delaware County that is served by the County 9-1-1 system. Representative to be appointed by the Chief Executive (7) City of Delaware, (8) City of Powell.
  9. One representative of each of the three major wireline Telephone Companies currently operating within Delaware County, i.e.; (9) Verizon, (10) Sprint, and (11) SBC.
  12. The Manager of the Delaware County Emergency Medical Service.
  13. The Supervisor of the Delaware County Emergency Management Agency.
  14. The Commander of the Ohio State Patrol District Post #21.
2. STANDARDS –

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007**

---

Unless otherwise indicated, all members of the Technical Advisory Committee will serve without compensation for a minimum of two (2) years unless replaced sooner by the parent organization.

A Chairperson of the Committee will be determined by a simple majority vote of the representatives every two years. No member may hold the chair for two terms consecutively. A new chairperson will be determined whenever an existing member cannot fulfill his/her two-year term or at the expiration of his/her two-year term of office. In the absence or incapacitation of the Chairperson, the Vice-Chair will assume all duties and powers of the Chair.

All members of the Committee shall have one vote. Such vote shall be cast in person either by the committee member or by his/her designated alternate as appointed in writing to the Committee. No other proxy or absentee voting shall be permitted. In the event of a tie vote, the Chair of the Committee shall cast a second and deciding vote. A simple majority (51%) of representatives shall constitute a quorum. No official business can be transacted unless a quorum is present. A simple majority of a quorum is required to pass recommendations by the Committee.

If any member ceases to be an officer of the agency appointing him/her, such seat shall be vacant until a successor is appointed by that agency.

Members will also select a Vice-Chair and Recorder/Secretary by a simple majority vote of a quorum of the membership every two years at the first meeting held in that calendar year.

**9-1-1 BOARD:**

There shall be established a 9-1-1 Board, a permanent body in accordance with any previously enacted and effective amendment to the 9-1-1 plan and O.R.C. Section 4931.42. The members of the Board shall serve without compensation. The duties of the 9-1-1 Board, which shall commence immediately, shall include overseeing the consolidation of 9-1-1 services and oversight of the services after consolidation. Additional duties of the 9-1-1 Board are also located in Appendix B. Oversight of services after consolidation shall include oversight of county-wide communications and 9-1-1 services if those services are both either under control of the County Commissioners or of the Sheriff of Delaware County. The 9-1-1 Board shall be established no later than 45 days after amendment of the 9-1-1 Plan.

Emergency situations that demand immediate, but temporary, modification of adopted policies, procedures or operations or require an immediate expenditure of funds to cope with an emergency situation shall not be delayed. The 9-1-1 Administrator shall notify the Chairperson of the 9-1-1 Board and Delaware County Board of Commissioners within 24-hours of any changes to operations that are the result of an emergency. As soon as possible, but not more than 5 days after the emergency, the 911 Administrator will provide a detailed briefing to the 9-1-1 Board and Delaware County Board of Commissioners on the need and impact of the temporary changes.

**MEMBERS**

City Manager of Delaware  
City Manager of Powell  
Delaware County Sheriff or Representative of Sheriff  
Delaware County Commissioners' Representative  
City of Delaware Police Chief  
Law Enforcement Representative selected by the law enforcement Management Group  
Three (3) Fire Chiefs selected by Fire Chiefs Association, one of whom shall be with a volunteer/part-time fire service  
A Township Trustee selected by and representative of the Township Trustees Association  
EMS Representative selected by the County Commissioners  
Non-voting representative of the State Highway Patrol

**IV. REVENUE & COSTS:**

The Delaware County 9-1-1 System shall conduct emergency operations from a five year 0.45 mil countywide (except the incorporated areas of Columbus, Dublin, and Westerville within Delaware County) levy on property, personal and trailer taxes. All monies collected by or on behalf of the County from this levy shall be paid to the County Treasurer and kept in the separate and distinct 9-1-1 Fund. In no case shall any surplus funds collected be expended for other than the use of the Delaware County 9-1-1 system. An operating reserve equal to ten (10) percent of the annual operating budget will be maintained. When possible, a capital reserve of ten (10) percent of the budget will be allocated for capital improvements such as equipment replacement and modernization.

The current telephone companies operating in Delaware County are Verizon, SBC, and Sprint, and shall realize revenues from subscribers to cover the 9-1-1 system network costs in accordance with the Ohio Revised Code.

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007

The 9-1-1 Administrator shall maintain status of the telephone companies operating in Delaware County for the purpose as outlined in ORC 4931.43 B(1).

**DISBURSEMENT OF THE WIRELESS 9-1-1 GOVERNMENT ASSISTANCE FUNDS**

Delaware County began providing Countywide wireless enhanced 9-1-1 in May 2002 and shall continue to provide service in accordance with Sections 4931.40 through 4931.70 of the Ohio Revised Code.

Funds received from the State of Ohio from the Wireless 9-1-1 Government Assistance Fund shall be placed in the 9-1-1 fund and delineated for the sole purpose of wireless expenses.

Such funds shall be used only for the following purposes:

- A. Any costs of designing, upgrading, purchasing, leasing, programming, installing, testing, operating or maintaining the necessary data, hardware, software, and trunking required for the PSAP to provide wireless enhanced 9-1-1. These costs may be incurred before, on, or after the effective date of Am. Sub. H.B. 361 as passed by the 125<sup>th</sup> General Assembly in 2004 and consist of such additional costs of the 9-1-1 system over and above any costs incurred to provide wireline 9-1-1. On or after the provision of technical and operational standards pursuant to division (D)(1) of section 4931.68 of the Revised Code, a subdivision shall consider the standards before incurring any costs described in this division. (See Ohio Revised Code Section 4931.65(A)(1)).
- B. Any costs of training the staff and operations of the PSAP to provide wireless enhanced 9-1-1, which costs are incurred before or on or after the effective date of Am. Sub. H.B. 361 as passed by the 125<sup>th</sup> General Assembly in 2004 and consist of such additional costs of the 9-1-1 system over and above any costs incurred to provide wireline 9-1-1. (See Ohio Revised Code Section 4931.65(A)(2)).

**INITIAL WIRELESS 9-1-1 COSTS**

Upgrades to existing equipment and training are required to provide enhanced 9-1-1 wireless services.

The costs shown are the initial equipment and training requirements related to the implementation of E9-1-1 with W9-1-1 equipment for a countywide 9-1-1 system and then cost of operation. The costs were compiled by the former Director of Emergency Services.

<b>PSAP</b>	
TRAINING	5,000.00
NON-RECURRING ILEC FEES	0.00
UPGRADE 9-1-1 COMPUTER SYSTEM	202,904.00
MAPPING COMPUTER SYSTEM	37,500.00
UPGRADE RECORDS MANAGEMENT COMPUTER SYSTEM	0.00
UPGRADE CAD COMPUTER SYSTEM	9,500.00
TOTAL	254,904.00

*YEAR 1 (2003)*

<b>PSAP</b>	
ADDITIONAL PERSONNEL	57,000.00
RECURRING ILEC FEES	0.00
MAPPING MAINTENANCE	6,142.72
SOFTWARE AND EQUIPMENT MAINTENANCE	43,744.64
TOTAL	106,887.36

*YEAR 2 (2004)*

<b>PSAP</b>	
ADDITIONAL PERSONNEL	57,000.00
RECURRING ILEC FEES	0.00
MAPPING MAINTENANCE	6,142.72
SOFTWARE AND EQUIPMENT MAINTENANCE	43,744.64
TOTAL	106,887.36

*YEAR 3 (2005)*

<b>PSAP</b>	
ADDITIONAL PERSONNEL	57,000.00
RECURRING ILEC FEES	0.00

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007

---

MAPPING MAINTENANCE	6,142.72
SOFTWARE AND EQUIPMENT MAINTENANCE	43,744.64
TOTAL	106,887.36

YEAR 4 (2006)

<b>PSAP</b>	
ADDITIONAL PERSONNEL	57,000.00
RECURRING ILEC FEES	32,522.00
MAPPING MAINTENANCE	13,983.00
SOFTWARE AND EQUIPMENT MAINTENANCE	50,000.00
CAD SYSTEM UPGRADE	121,873.00
TOTAL	275,378.00

**PROJECTED FUTURE WIRELESS 9-1-1 COSTS**

The following is the projected annual cost of operating and maintaining the Delaware County PSAP for the taking of wireless 9-1-1 calls:

YEAR 5 (2007)

<b>PSAP</b>	
ADDITIONAL PERSONNEL	57,000.00
RECURRING ILEC FEES	32,522.00
MAPPING MAINTENANCE	12,000.00
SOFTWARE AND EQUIPMENT MAINTENANCE	50,000.00
TOTAL	151,522.00

YEAR 6 (2008)

<b>PSAP</b>	
ADDITIONAL PERSONNEL	57,000.00
RECURRING ILEC FEES	32,522.00
MAPPING MAINTENANCE	12,000.00
SOFTWARE AND EQUIPMENT MAINTENANCE	50,000.00
TOTAL	151,522.00

After 2008, operational costs of maintaining wireless 9-1-1 would be based on the number of wireless calls/total number of calls. This fraction would then be multiplied by the 9-1-1 operations budget for an actual wireless cost.

**V. 9-1-1 AND DISPATCHING SYSTEMS:**

1. **9-1-1 SYSTEM**
  - a. Delaware County currently operates a countywide Enhanced 9-1-1 (E9-1-1) system with one PSAP located at 10 Court Street. The PSAP is served by a single stand-alone database that is maintained at the Verizon Central Office in Marion, OH. Emergency 9-1-1 calls are received over both hardwire and wireless mediums and are routed through various switches within and outside the county to a special router located at the Verizon Central Office in Marion, Ohio. The router for the E9-1-1 network is a CML Technology ESC-1000.
  - b. The County Center has several backup systems in place, including: standard 1A2 keyed phones, cellular phones and a forwarding option to a separate facility located at Medic Station 2 in Sunbury. Further, the County Center has two mobile CML positions that serve as backup in the event of failure of all other systems. These positions may be established anywhere within the County. The County PSAP is located in the ground floor of the Carnegie Library located at 10 Court Street, Delaware, Ohio. The County PSAP serves all of the County except the incorporated areas of Columbus, Dublin, and Westerville within the County borders that are served by Franklin County.
  - c. The County PSAP is connected with the Ohio State Highway Patrol Post #21 for response via single-button transfer tie lines from the Delaware County PSAP.
  - d. The one PSAP within the Delaware County 9-1-1 system has the capability to dispatch the appropriate emergency response for any 9-1-1 call whether received directly, through a transfer or through alternate routing. Emergency 9-1-1 calls received by the PSAP not within their jurisdiction shall immediately transfer or forward the call via alternate routing to the proper PSAP with jurisdictional responsibility.

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007**

---

**2. RADIO SYSTEM**

- a. Delaware County currently owns and operates a High Band (VHF) radio system and a Motorola Astro P25 Digital 800MHz System for dispatching emergency and non-emergency communications to fire departments, law enforcement agencies, EMS units and EMA units. The VHF and 800MHz radio systems are both Motorola "simulcast" networks. The VHF system consists of four repeater stations in addition to the Center's base station, which is used to dispatch fire department via VHF pagers. The 800MHz System is a twelve site simulcast system which is used to dispatch law enforcement agencies, fire departments, EMA, and EMS. The 800MHz system is also used for all ground communication for all public safety agencies in Delaware County. The dispatch system also includes a Motorola Gold Elite Dispatch Consoles. The Computer-Aided Dispatch (CAD) and mapping systems are an integral part of the Center's equipment. Pursuant to a Delaware County Board of Commissioners resolution of 1999, all public safety entities within Delaware County are invited to become a member of this countywide 9-1-1 and communications facility.

**3. WIRELESS 9-1-1**

**WIRELESS CARRIERS OPERATING IN DELAWARE COUNTY**

As of October 31, 2006, the following wireless carriers were operating in Delaware County: Alltel, Cingular, Nextel, Quest, Sprint, T-Mobile, and Verizon. The 9-1-1 Administrator will maintain a point of contact list with these carriers and update as needed.

**DELAWARE COUNTY PSAP TAKING WIRELESS ENHANCED 9-1-1 CALLS**

There is one Public Safety Answering Point (PSAP) taking wireless enhanced 9-1-1 calls. As of the effective date of this Final Plan, it is:

*Delaware County PSAP*

Operated by the Delaware County Board of Commissioners  
101 North Sandusky Street, Delaware, Ohio

The PSAP may be relocated if other space is available and if relocation is deemed necessary.

**Wireless Enhanced 9-1-1 Networking**

The Delaware County PSAP has not and will not obtain separate trunking for the routing of wireless calls from the host local exchange company at this time. Emergency 9-1-1 calls originating from cellular telephones will be routed to a primary PSAP according to the cellular service provider tower location.

As provided for in the Delaware County final 9-1-1 plan, the primary PSAP will respond to wireless calls by directly dispatching an emergency responder, by relaying a message to the appropriate jurisdictional emergency provider, or by transferring the call to the appropriate jurisdictional emergency provider.

All misdirected wireless calls will be administered in the manner identified in the Delaware County final 9-1-1 plan for wireline calls

**VI. AMENDMENTS:**

The Delaware County, Countywide 9-1-1 Plan, is being amended to incorporate the Consolidation Agreement of July 2, 2007 and for the establishment of 9-1-1 wireless services.

**VII. The Delaware County 9-1-1 Planning Committee approved this plan on October 17, 2007.**

Mr. James D. Ward - Chair

Mr. R. Thomas Homan

Mr. James B. Agan

**APPENDIX A**

**GLOSSARY OF TERMS:** ((Many of the defined terms in this section describe the capabilities of the Delaware countywide PSAP emergency telephone system.))

1A2                      A designation for key telephone systems that utilize an "A" lead control.

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007

---

9-1-1	A three-digit telephone number to facilitate the reporting of an emergency requiring response by a public safety agency.
9-1-1 Service Area	The geographic area that has been granted authority by a state or local governmental body to provide 9-1-1 service.
9-1-1 System	The set of network, database and CPE components required to provide 9-1-1 service.
Abandoned Call	A call placed to 9-1-1 in which the caller disconnects before the Public Safety Answering Point (PSAP) attendant can answer the call.
Access Line	The connection between a customer premises network interface and the local exchange carrier that provides access to the Public Switched Telephone Network (PSTN).
ACD	Automatic Call Distributor - Equipment that automatically distributes incoming calls to available PSAP attendants in the order the calls are received, or queues calls until an attendant becomes available.
ALI	Automatic Location Identification – The automatic display at the PSAP of the caller’s telephone number, the address/location of the telephone and supplementary emergency services information.
Alternate Routing	The process of routing 9-1-1 calls to a designated alternate location if all 9-1-1 trunks to a primary PSAP are busy or out of service. May be activated upon request or automatically, if detectable, when 9-1-1 equipment fails or the PSAP itself is disabled.
ANI	Automatic Number Identification – Display at the PSAP of the telephone number where a 9-1-1 call originates.
ASCII	American Standard Code for Information Interchange - This standard defines the code for a character set to be used for information interchange between equipment of different manufacturers and is a standard for data communications over telephone lines. In the context of TDD/TTY this refers to both a binary code and modulation method used for 110/300 baud TDD/TTY communications
B9-1-1 (Basic 9-1-1)	A telephone system for routing emergency 9-1-1 calls to a central answering point.
Basic 9-1-1	An emergency telephone system that automatically connects 9-1-1 caller’s to a designated answering point. Call routing is determined by originating central office only. Basic 9-1-1 may or may not support ANI and/or ALI.
Baud Rate	A measure of signaling speed in data communications that specifies the number of signaling elements that can be transmitted each second.
Baudot Code	A five-bit encoding scheme that represents text and digits. It is the standard transmission-signaling scheme used by TTY (TDD) devices.
Cellular Telephone	A telephone that uses radio communications to connect to the public switched network for forwarding to a PSAP. Forwarding by a cellular company may be to a seven-digit number or entered into the 9-1-1 trunk lines. At this time, no ANI/ALI information is supplied; however, the Federal Communications Commission (FCC) has implemented regulations that will require this feature in the future.
Central Office	The local exchange carrier facility where access lines are connected to switching equipment for connection to the public switched telephone network.
Centrex	A business telephone service offered by some local exchange carriers that provides PBX type features over access lines.
Class of Service	A designation of the type of telephone service, i.e. residential, business, Centrex, coin, PBX, wireless.
CO (Central Office)	– A TELCO facility housing the switching system and related equipment that provides

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007**

---

	telephone service for customers in the immediate geographical area.
Consolidated PSAP	A facility where one or more public safety agencies choose to operate as a single 9-1-1 entity.
DBMS	Database Management System – A system of manual procedures and computer programs used to create, store and update the data required to provide selective routing and/or ALI for 9-1-1 systems.
Dedicated Trunk	A telephone circuit used for a single purpose, such as transmission of 9-1-1 calls.
Default Routing	The capability to route a 9-1-1 call to a designated (default) PSAP when the incoming 9-1-1 call cannot be selectively routed due to an ANI failure or other cause.
DN	Directory Number – A dialable 10-digit telephone number associated with a telephone subscriber or call destination.
E9-1-1	Enhanced 9-1-1 – An advanced computerized telephone system for routing of 9-1-1 calls and displaying pertinent information. It includes network switching, database and CPE elements capable of providing selective routing, selective transfer, fixed transfer, ANI and ALI.
Emergency Ring Back	The capability of a PSAP attendant to ring the telephone on a held circuit. Requires Calling Party Hold. Also known as re-ring.
End User	The 9-1-1 caller.
ESN	Emergency Service Number – A three to five digit number representing a unique combination of emergency service agencies (law enforcement, fire and EMS) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
Exchange	A defined area served by one or more telephone central offices within which a local exchange carrier furnishes service.
FCC	Federal Communications Commission – An agency that administers and supervises the management of the radio spectrum for all non-federal agencies, both public and private. fields, records (data) and indexes. In 9-1-1, such databases include MSAG, telephone number/ESN, and telephone customer records.
Forced Disconnect	The capability of a PSAP attendant to disconnect a 9-1-1 call even if the calling party remains off-hook. This is used to prevent overloading of 9-1-1 trunks.
FX Line	Foreign Exchange Service – A telephone line switched in an exchange or central office other than the exchange or central office area in which the telephone is located.
Land Line	A form of telephone communications or referring to a telephone line or connection.
Modem	Modulator/Demodulator – An interface device used in the computer industry to convert computer signals bi-directionally over telephone lines or radio waves. It allows for digital data signals to be transmitted over analog telephone lines.
Modulation	A term that describes how speech or alerting tones control the signal in two-way radio communications.
MSAG	Master Street Address Guide – A database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZ's) and their associated Emergency Service Numbers (ESN's) to enable proper routing of 9-1-1 calls.
NENA	National Emergency Number Association – It is a not-for-profit corporation



COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007

---

	established in 1982 to further the goal of “One Nation-One Number.” NENA is a networking source and promotes research, planning and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 9-1-1 systems.
No Record Found	A condition where no ALI information is available for display at the PSAP.
pALI	Pseudo Automatic Location Identification – An ALI record associated with a pANI, configured to provide the location of the wireless cell or sector and information about its coverage or serving area (footprint).
pANI	Pseudo Automatic Number Identification – A telephone number used to support routing of wireless 9-1-1 calls. It may identify a wireless cell, cell sector or PSAP to which the call should be routed. Also know as routing number.
PBX	Private Branch Exchange – A private telephone system that is connected to the Public Switched Telephone Network.
Primary PSAP	The initial location to which a 9-1-1 call is routed directly from the 9-1-1 Control Office. It must be staffed 24 hours a day, 365 days a year.
PSAP	Public Safety Answering Point – A location to which a 9-1-1 call are routed.
Secondary PSAP	An agency that can only receive transferred 9-1-1 calls from a Primary PSAP. It cannot receive 9-1-1 calls directly from the public.
Selective Routing	An advanced computerized feature that allows 9-1-1 calls to be directed to the proper PSAP based upon the location of the caller. Selective routing is controlled by the ESN that is derived from the customer location.
Service Address	The physical location of a subscriber access line. Service address is the recommended address for 9-1-1 use. This address may be different from the listed address or billing address.
Service Provider	An entity providing one or more of the following 9-1-1 elements: network, CPE, or database service.
TCOI (Telecommunications Operator I/Call taker)	Referred to as the Attendant by the TELCO, this individual is a call receiver whose job is to answer emergency 9-1-1 and administrative calls. In the strictest sense the TCO I receives the call and determines what response may or may not be required. If an emergency response is required, the task is given to the TCO II/dispatcher.
TCOII (Telecommunications Operator II/Dispatcher)	– A telecommunicator who dispatches Emergency Response Agency (see ERA) units in reply to a call for assistance. TCO II’s must also be qualified as a TCO I and may function as a call taker.
TCOIII (Telecommunications Operator III/Communications Officer)	First line shift supervisor responsible for all personnel and operations during their assigned shift. This individual is usually qualified as a dispatcher and call taker.
TELCO (Telephone Company)	Acronym. Delaware has three TELCO’s working within the county; Verizon, Ameritech and Sprint/United. Verizon is the host TELCO.
Telecommunicator	As used in 9-1-1, a person who is trained and employed in public safety telecommunications. The term applies to call takers, dispatchers, radio operators, data terminal operators or any combination of such functions in a PSAP.
Trunk	Typically a communication path between central office switches or between the 9-1-1 Control Office and the PSAP.
Trunk Group	One or more trunks terminated at the same two points.
Trunk Seizure	The point in time at which a 9-1-1 call is assigned to a trunk and acknowledgment is provided by the equipment at the distant end.

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007

TTY	Teletypewriter – A device capable of information interchange between compatible units using a dial up or private line telephone network connection as the transmission medium. These units use ASCII or Baudot codes. Also known as a TDD or telecommunications device for the deaf.
Wireless Phase I	Required by FCC Report and Order 96-264 pursuant to Notice of Proposed Rulemaking (NPRM) 94-102. The delivery of a wireless 9-1-1 call with call back number and identification of the cell sector from which the call originated. Call routing is determined by cell sector. This capability is scheduled to go into effect by October 2001.
Wireless Phase II	Required by FCC Report and Order 96-264 pursuant to Notice of Proposed Rulemaking (NPRM) 94-102. The delivery of a wireless 9-1-1 call with Phase I requirements plus location of the caller within 125 meters 67% of the time and selective routing based upon those coordinates. This capability is scheduled to go into effect by October 2004.
Wireless Telecommunications	The family of telecommunications services under the heading of Commercial Mobile Radio Service. Includes cellular, Personal Communications Services (PCS), Mobile Satellite Services (MSS), and Enhanced Specialized Mobile Radio (ESMR).

APPENDIX B  
DUTIES OF THE 9-1-1 BOARD

DUTIES OF THE 9-1-1 BOARD BEFORE CONSOLIDATION:

- Recruit, screen, interview and recommend to the City and County an Administrator for the 9-1-1 System. The Administrator would serve as lead staff for the 9-1-1 Board to carry out the responsibilities of the 9-1-1 Board during the transition to consolidation. The Administrator would then become the Administrator for the consolidated system.
- Direct, supervise and evaluate the Administrator.
- Adopt by-laws for operation of the 9-1-1 Board, including, but not limited to, terms of service for the members of the 9-1-1 Board.
- Develop standards and protocols for service to be implemented upon consolidation.
- Identify and recommend contract for technology for use in the 9-1-1 system.
- Develop an organizational structure to be implemented upon consolidation.
- Develop overall methods, processes, means and personnel needed for the consolidated 9-1-1 system.
- Develop a recommendation for salaries and benefits to be submitted to the County Commissioners upon consolidation.
- Develop a budget for consolidated services and recommend the budget to the County Commissioners for approval.

DUTIES OF THE 911 BOARD AFTER CONSOLIDATION:

- Monitor the operations of the 9-1-1 system (and county-wide Communications if the duties of the 9-1-1 Board include county-wide communications.)
- Establish standards for service and utilization of technology.
- Maintain the organizational structure for the 9-1-1 Center including classification and number of employees.
- Determine overall methods, process, means or personnel needed.
- Develop and implement standards and protocols for efficient and effective operation of the system.
- Recommend to the County Commissioners salaries and benefits for employees.
- Review and approve the Administrator’s recommendations for employees and forward recommendations to County Commissioners.
- Select, direct, supervise, evaluate and, if necessary, recommend discipline of the Administrator to the County Board of Commissioners.
- Review disciplinary actions applied by the Administrator to other employees
- Review and approve an annual budget and recommend the budget to County Commissioners.
- Maintain and improve efficiency and effectiveness of the Center.
- Approve expenditures and bill payments in accordance with purchasing procedures adopted by the 9-1-1 Board and within the annual budget approved by the Commissioners
- Approve and recommend to Commissioners all proposed contracts, requests for transfer of funds, supplemental appropriations or non-budgeted expenditures
- Provide a means for residents and agencies/jurisdictions to file complaints and have them heard, investigated and resolved

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007

PUBLIC COMMENT

A group of citizens expressed concerns over the plans for the Concord/Scioto Sewer Treatment Plant

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

RESOLUTION NO. 07-1291

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW  
CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1017 AND MEMO  
TRANSFERS IN BATCH NUMBERS MTAPR1017:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1017, memo transfers in batch numbers MTAPR1017 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>			
Family and Children First	Help Me Grow	22411601-5348	\$ 100,000.00
Verizon	12 Month Maintenance Contract	21411306-5325	\$ 35,205.84
<b>Increases</b>			
Enchanted Care-Graphics Way	Child Care	22411610-5348	\$ 15,000.00
Stepping Stones	Child Care	22411610-5348	\$ 5,000.00
Verizon North	Phone Service	10011105-5330	\$ 6,000.00
<b>Vouchers</b>			
Verizon North	Service to County Offices	10011105-533033002	\$ 5,372.59
Kiddie Academy	Day Care	22411610-5348	\$ 30,370.00
Child Care Unlimited	Day Care	22411610-5348	\$ 7,936.11
Kindercare Neverland	Day Care	22411610-5348	\$ 31,412.65
<b>Memo Transfer Vouchers</b>			
<b>From</b>	<b>To</b>		
CSEA/Rent	Commissioners	Oct 07 Rent	\$ 7,420.42
23711630-5335	10011101-4233		

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

RESOLUTION NO. 07-1292

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY  
COMMISSIONERS AND ARCHITECTURE FOR PLAN REVIEW SERVICES:

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

AGREEMENT BETWEEN DELAWARE COUNTY, OHIO  
AND ARCHITECTURE! FOR PLAN REVIEW SERVICES

This AGREEMENT, made and entered into this 18th day of October, 2007, by and between Delaware County, Ohio through the Board of County Commissioners, hereinafter called “COUNTY” and Architecture!, with offices at 1335 Dublin Road, Columbus, Ohio, 43215, hereinafter called “ARCHITECT”.

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

WHEREAS, the ARCHITECT is a licensed architect, will be performing architectural services and is qualified as a commercial plan examiner and residential plan examiner; and

WHEREAS, the COUNTY desires to establish an AGREEMENT with the ARCHITECT to provide the COUNTY plan review services.

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

SECTION I. BASIC SERVICES OF THE ARCHITECT

- A. The ARCHITECT shall provide plan review services on an as needed basis, as authorized by the Chief Building Official.
- B. The ARCHITECT shall review construction documents submitted to the Delaware County Code Compliance Office for conformance with the Delaware County Building Code, the Residential Code of Ohio and/or the Ohio

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007**

---

Building Code, as adopted by the State of Ohio and/or the COUNTY. Upon completion of the review, the ARCHITECT shall provide to the COUNTY an Approval, "Addendum Letter" or a "Correction Letter" as applicable to the submitted drawings, which shall set forth the areas found not to be in compliance with the applicable code provisions or not clearly defined in the submitted drawings. The ARCHITECT agrees to review and return submitted drawings to the COUNTY within seven (7) business days for residential and (12) business days for commercial from the date of receipt by the ARCHITECT.

- C. The ARCHITECT shall maintain, at its own expense, the necessary codes and standards required for the execution of the services of this AGREEMENT. This shall include the text, electronic file or online access to the current version adopted by the COUNTY.
- D. The ARCHITECT shall maintain, at its own expense, professional liability insurance as per requirements of the ORC 153.70.
- E. Throughout the entire term of this Agreement, The ARCHITECT shall maintain, at its own expense, one million dollars (\$1,000,000.00) in general liability insurance and agrees to name the COUNTY as additional insured in such insurance policy. Before rendering services under this contract, ARCHITECT agrees to provide the COUNTY with a copy of such policy. ARCHITECT agrees to immediately notify the COUNTY should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The COUNTY reserves the right to immediately terminate this Agreement upon receiving such notice.
- F. Throughout the entire term of this Agreement, ARCHITECT agrees to maintain, at its own expense, adequate liability insurance sufficient to the COUNTY on all vehicles used in connection with this Agreement and agrees to name the COUNTY as additional insured in such insurance policy. Before rendering services under this contract, ARCHITECT agrees to provide the COUNTY with a copy of such policy. ARCHITECT agrees to immediately notify the COUNTY should insurance coverage under such insurance policy be canceled, lapse, or end for any reason during the term of this Agreement. The COUNTY reserves the right to immediately terminate this Agreement upon receiving such notice.
- G. The ARCHITECT shall provide to the COUNTY proof of worker's compensation coverage as required by Ohio law.
- H. The ARCHITECT shall furnish its own vehicle for transportation.
- I. ARCHITECT shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. ARCHITECT shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment. In the event ARCHITECT is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any non-discrimination provision of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by COUNTY and ARCHITECT may be declared ineligible for future Agreements with the COUNTY.

**SECTION II. COUNTY RESPONSIBILITIES**

The COUNTY shall be responsible to provide to the ARCHITECT

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

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007**

---

**SECTION III. BASIS OF PAYMENT**

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

Commercial plan examination - \$65/hr.  
Residential plan examination - \$55/hr.  
Reimbursable expenses – At cost  
Mileage - \$0.485/mile

B. Total payments pursuant to this Agreement shall not exceed \$24,999.99.

C. The ARCHITECT shall provide a written statement indicating the total time spent for each plan examination upon return of the plans, which shall accompany the ARCHITECT'S written Approval, Addendum Letter or Correction Letter.

D. The ARCHITECT shall invoice the COUNTY monthly for services rendered through the previous month, and the COUNTY agrees to pay within forty-five (45) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the application number and project name, the dates of service, the types of service provided, the amount of each type of service, the mileage (if applicable), and the time spent on each. Reimbursable expenses shall be itemized and copies of receipts shall be provided. The COUNTY reserves the right to contest any portion of any submitted invoice that does not conform to the terms of this Agreement or appears to be fraudulent.

**SECTION IV. GENERAL CONSIDERATIONS**

A. This AGREEMENT shall be governed by the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

B. The ARCHITECT shall not assign their responsibilities under this AGREEMENT to third parties without the written consent of the COUNTY.

C. This AGREEMENT shall commence upon the date on which the COUNTY authorizes the signing of this AGREEMENT and shall be valid for two (2) years. This AGREEMENT may be renewed for two-year periods upon written mutual agreement of both parties.

D. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the ARCHITECT.

E. Either party for convenience may terminate this AGREEMENT without penalty for any reason at any time by providing thirty (30) days written notice to the other party. Either party may immediately terminate this Agreement for cause.

F. To the fullest extent permitted by law, the ARCHITECT shall indemnify, keep, save and hold harmless the COUNTY, its officers, agents, servants, and employees from and in all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any act, damage, injury, accident or occurrence of any type related in any manner to the ARCHITECT's performance of this Agreement. The ARCHITECT shall undertake to defend the COUNTY, at its own expense, in and from any and all actions, claims, or demands brought against the COUNTY by reason of the things stated above or any and all actions performed or taken under this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, injuries, losses and expenses taken against the COUNTY as a result of actions under or as a result of the performance of this Agreement, including but not limited to attorney's fees.

G. No employee of the ARCHITECT shall at any time be considered an agent or employee of the COUNTY.

H. The ARCHITECT shall carry such bodily injury and property damage liability insurance as will protect it and the COUNTY against claims for personal injury, including death or property damage, which may arise from operations under this Agreement.

I. No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof.

J. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007

- K. ARCHITECT states and agrees that the individual(s) who, on behalf of the ARCHITECT, have reviewed this Agreement and effectuate this Agreement by attaching their signatures below are officers of ARCHITECT and are authorized to and have authority to enter this Agreement on behalf of ARCHITECT and by so signing have authority to bind and does bind ARCHITECT to any and all terms of this Agreement.
- L. If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- M. The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- N. This document represents the entire agreement between the parties. It cannot be modified except in writing signed by all parties to this Agreement.
- O. ARCHITECT certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- P. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

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

RESOLUTION NO. 07-1293

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR RAVINES AT SCIOTO RESERVE 2:

It was moved by Mr. Jordan, seconded by Mr. Ward to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Ravines at Scioto Reserve 2                      969 feet of 8- inch sewer                      5 manholes

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

RESOLUTION NO. 07-1294

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR ABBOTSGATE:

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

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

RESOLUTION NO. 07-1295

IN THE MATTER OF ESTABLISHING A NEW FUND; APPROVING TRANSFER OF FUNDS; TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS:

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

Transfer of Appropriations		
From	To	
10011105-5001	10011105-5335	\$ 11,400.00

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007**

Lands & Buildings Salaries	Lands & Buildings/Rental Services	
<b>Supplemental Appropriation</b>		
10011105-5335	Lands & Buildings/Rental Services	\$ 90,000.00
<b>Establish New Fund</b>		
51311130	BR Ditch Improvement Basiger	
28429207	Domestic Relations Fund	
<b>Supplemental Appropriation</b>		
40311411-5801	Primmer Ditch/Transfers	\$ 594.00
40311414-5801	Smith/Transfers	\$ 152.00
50811125-5720	Sawmill Parkway/Bond Interest	\$ 4,874.00
50911126-5720	Olentangy TIF/Bond Interest	\$ 4,265.00
50411121-5720	Lewis Center/Bond Interest	\$ 17,947.00
51011127-5720	Gwinner/Bond Interest	\$ 751.11
51111128-5720	Old Kingston/Bond Interest	\$ 1,032.78
51211129-5720	Coomer/Bond Interest	\$ 2,347.22
51311130-5728	BR Ditch Improvement Basiger	\$ 3,000.00
40311411-5430	Primmer Ditch/Construction	\$ 1,980.00
50811125-4802	Sawmill Parkway/Bond Proceeds	\$ 8,221.00
50911126-4802	Olentangy TIF/Bond Proceeds	\$ 5,800.00
50411121-4802	Lewis Center/Bond Proceeds	\$ 24,540.00
<b>Transfer of Appropriations</b>		
From	To	
50811125-5710	50811125-5720	
Sawmill Parkway/Note Interest	Sawmill Parkway/Bond Interest	\$ 19,873.17
50811125-5715	50811125-5720	\$22,474.00
Sawmill Parkway/Note Principal	Sawmill Parkway/Bond Interest	
50911126-5710	50911126-5720	
Olentangy TIF/Note Interest	Olentangy TIF/Bond Interest	\$11,516.32
50911126-5715	50911126-5720	
Olentangy TIF Note Principal	Olentangy TIF/Bond Interest	\$15,000.00
50411121-5710	50411121-5720	
Lewis Center/Note Interest	Lewis Center/Bond Interest	\$7,748.27
50411121-5715	50411121-5720	
Lewis Center Note Principal	Lewis Center/Bond Interest	\$25,300.00
50511122-5710	50511122-5720	
Primmer/Note Interest	Primmer/Bond Interest	\$242.13
50511122-5715	50511122-5720	
Primmer/Note Principal	Primmer Bond Interest	\$800.00
50511122-5718	50511122-5720	
Primmer/Note Expenses	Primmer/Bond Interest	\$178.50
50611123-5710	50611123-5720	
Smith/Note Interest	Primmer/Bond Interest	\$657.22
50711124-5710	50711124-5720	
Sackett/Note Interest	Sackett/Bond Interest	\$112.67
<b>Transfer of Funds</b>		
From	To	
40311411-5801	50511122-4601	\$ 593.16
Primmer/Transfers	BR Primmer/Interfund Revenue	
40311415-5801	50711124-4601	\$ 71.76

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007

Sackett/Transfers	BR Sackett/Interfund Revenue					
40311414-5801	50611123-4601				\$	438.52
Smith/Transfers	BR Smith/Interfund Revenue					
Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye

RESOLUTION NO. 07-1296

IN THE MATTER OF APPROVING A LEASE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND THE COUNCIL FOR OLDER ADULTS FOR 800 CHESHIRE ROAD, DELAWARE, OHIO:

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

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated 18<sup>th</sup> day of October, 2007, is made and entered into between **Board of County Commissioners, Delaware County, Ohio**, hereafter referred to as "Lessor" and **Council for Older Adults, an Ohio not-for-profit corporation**, hereafter referred to as "Lessee":

WITNESSETH:

- LEASED PREMISES:** In consideration of the rents, terms, provisions and covenants of this Lease, Lessor hereby leases, lets, and demises to Lessee the real property described in Exhibit A consisting of 12.74 acres, more or less, known as 800 Cheshire Road, Delaware, Ohio (referred to as the "Leased Premises") improved with a 58,000+ square foot facility, including meeting and activity rooms, offices, kitchen, exercise pool (the "Building") and paved parking areas.
- TERM:** Subject to and upon the conditions set forth below, the term of this Lease shall commence as of August 1, 2007, the "Commencement Date" and shall terminate December 31, 2025.
- TAX COMPLIANCE:** Lessee shall maintain its status as a qualified 501(c)(3) organization under the Internal Revenue Code at all times during the term of this Lease. Lessee shall remain in compliance with all of the conditions contained in the Certificate of Council for Older Adults, as Lessee of the Bond-Financed Facility dated August 31, 2005, attached as Exhibit B.
- RENT.** Lessee shall pay to Lessor the sum of One Dollar (\$1.00) on August 1 during each year of the term of this Lease for the purpose of covering Lessor's administrative costs.
- SIGNS:** Lessee may, at its cost, place or install signage on the Leased Premises.
- USE:** Lessee warrants and represents to Lessor that Lessee shall use and occupy the Leased Premises to provide services to improve the quality of life of the older adults of Delaware County, Ohio. Any subtenants that occupy parts of the Leased Premises shall conduct their business and control their agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create any nuisance, and shall comply with the terms and conditions contained in the Certificate of Council for Older Adults dated August 31, 2005. Neither Lessee nor its subtenants shall commit, or suffer to be committed, any waste on the Leased Premises, nor shall Lessee or its subtenants permit the Leased Premises to be used in any way which would be extra hazardous on account of fire or otherwise.
- JANITORIAL SERVICE; TRASH; GROUNDS AND PARKING AREAS:** Lessee, or its subtenants, shall furnish their own janitorial services and shall provide for proper and lawful disposal of the trash generated. Lessee shall be responsible for snow and ice removal from the Leased Premises. Lessee shall be responsible for the care and maintenance of the grounds.
- UTILITIES, TAXES, AND ASSESSMENTS:** Lessee shall pay for all utilities for the Leased Premises. Lessee shall pay real estate taxes or assessments, if any, relating to its use and occupancy of the Leased Premises as they become due and payable.
- REPAIRS AND MAINTENANCE:**

  - Lessor is not required to make any improvements, replacements, or repairs of any kind or character to the Leased Premises during the term of this Lease. Lessee shall operate and shall maintain, repair, and replace as appropriate to maintain in good repair all portions of the Leased Premises, including structural components and the roof, and the mechanical systems and the equipment within and serving the Leased Premises, as well as the furnishings located on or about the Leased Premises. Notwithstanding the foregoing, Lessee shall have the benefit of any warranty on the Leased Premises or fixtures or equipment in or on the Leased Premises. Lessor shall cooperate and assist, as necessary, Lessee to obtain warranty services.



**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007**

---

(b) Lessee shall not allow any damage to be committed on any portion of the Leased Premises. At the termination of this Lease, by lapse of time or otherwise and subject to paragraph 25, Lessee shall deliver the Leased Premises to Lessor in as good condition as existed at the commencement date or completion date of this Lease, ordinary wear and tear excepted.

10. **COMPLIANCE WITH LAWS, RULES, AND REGULATIONS:** Lessee, at Lessee's expense, shall comply with all laws, ordinances, orders, rules, and regulations of state, federal, municipal, or other agencies or bodies having jurisdiction relating to the use, condition, and occupancy of the Leased Premises.

11. **LESSOR IMPROVEMENTS:** Lessor does not anticipate making any improvements to the Leased Premises.

12. **ALTERATIONS AND IMPROVEMENTS:** Lessee may make, at Lessee's cost, any non-structural alterations, physical additions, or improvements to the Leased Premises that Lessee deems appropriate. Lessee shall consult with Lessor regarding any proposed structural alteration to the Building. Lessee may make a major structural alteration only with the consent of Lessor, which shall not be withheld unreasonably. Lessee shall be responsible for all costs of any such major structural alteration to the Building. Any alterations, physical additions, or improvements to the Leased Premises shall at once become the property of Lessor and (subject to paragraph 25) shall be surrendered to Lessor upon the termination of this Lease, to the extent that the alterations, physical additions, or improvements cannot be removed without causing damage to the Leased Premises. Lessor, at its option and subject to paragraph 25, may require Lessee to remove any physical additions and/or repair any alterations in order to restore the Leased Premises to the condition existing at the time Lessee took possession, all costs of removal and/or alterations to be borne by Lessee.

13. **CONDEMNATION:**

(a) If, during the term (or any extension or renewal) of this Lease, all or a substantial part of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Leased Premises for the purpose for which they are then being used, this Lease shall terminate. Lessee shall be entitled to an award of its damages, including the value of its lease and any improvements to the Leased Premises Lessee has made at its expense. Lessor shall be entitled to an award for the physical taking of the property.

(b) In the event a portion of the Leased Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in subparagraph (a) above, Lessor shall, at Lessor's sole risk and expense, restore and reconstruct the building and other improvements on the Leased Premises to the extent necessary to make it reasonably tenantable.

14. **LIABILITY INSURANCE:** Lessee agrees that, at its own cost and expense, it shall procure and continue in force, in the names of Lessor and Lessee, general liability insurance against any and all claims for injuries to persons or damage to property occurring in, about, or upon the Leased Premises, including all damage from signs, fixtures or other appurtenances, now or hereafter erected upon the Leased Premises, during the term of this Lease. Such insurance shall at all times be in an amount not less than One Million Dollars (\$1,000,000) per claim on account of bodily injury to or death of one (1) person and Three Million Dollars (\$3,000,000) annual aggregate claims on account of bodily injuries or death of persons, and One Hundred Thousand Dollars (\$100,000) for property damage in any one (1) accident. Such insurance shall be written by a company or companies reasonably acceptable to Lessor and authorized to engage in the business of general liability insurance in the State of Ohio, and a certificate of all such policies procured by Lessee in compliance herewith shall be delivered to Lessor at least fifteen (15) days prior to the time such insurance is required to be carried by Lessee, and thereafter at least fifteen (15) days prior to the expiration of any such policy.

15. **FIRE AND CASUALTY:** Payments, if any, due from Lessee to Lessor shall not be abated due to any fire or casualty, but all payments for damages to the Leased Premises shall be used to restore the Leased Premises or applied to the mortgage indebtedness, as may be elected by Lessee.

16. **PROPERTY INSURANCE:** Lessee, at Lessee's cost and expense, shall at all times during the term of this Lease maintain a policy or policies of insurance with the premiums paid in advance, issued by and binding upon some solvent insurance company, insuring the building against all risk or direct physical loss in an amount equal to one hundred percent (100%) of the full replacement cost of the building structure and its improvements as of the date of the loss. Such insurance shall be written by a company or companies reasonably acceptable to Lessor and authorized to engage in the business of general liability insurance in the State of Ohio, and a certificate of all such policies procured by Lessee in compliance herewith shall be delivered to Lessor at least fifteen (15) days prior to the time such insurance is required to be carried by Lessee, and thereafter at least fifteen (15) days prior to the expiration of any such policy.

17. **HOLD HARMLESS:** Lessor shall not be liable to Lessee's or any subtenant's employees, agents, invitees, licensees or visitors, or to any other person, for any injury to person or damage to property on or about the Leased Premises caused by any person or entity other than Lessor, or caused by the building and

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007**

---

improvements located on the Leased Premises becoming out of repair, or caused by leakage of gas, oil, water or steam or by electricity emanating from the Leased Premises. Lessee agrees to indemnify and hold harmless Lessor, its elected officials, agents and employees of and from any and all losses, damages, lawsuits, costs, judgments, attorney's fees, expenses, claims, or any other liabilities they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Lessee, any sublessee, any person directly or indirectly employed thereby, or any person for whose acts any of them may be liable. Lessee further agrees to defend Lessor, its elected officials, agents, and employees in any lawsuit, arbitration, or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way related to the Leased Premises.

18. **QUIET ENJOYMENT:** Lessor warrants that it has full right to execute and to perform this Lease and to grant the estate demised and that Lessee, performing the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises during the full term of this Lease as well as any extension or renewal thereof. Lessor shall not be responsible for the acts or omissions of any third party that may interfere with Lessee's use and enjoyment of the Leased Premises.

19. **LESSOR'S RIGHT OF ENTRY:** Lessor shall have the right, at all reasonable hours, to enter the Leased Premises for the following reasons: emergency, inspection, determining Lessee's or any subtenant's use of the Leased Premises, or determining if an act of default under this Lease has occurred. Except in the case of an emergency, twenty-four (24) hours' notice of Landlord's intent to enter shall be presumed reasonable.

20. **SUBLEASE:** Lessee may sublet or assign all or any part of the Leased Premises with the Lessor's prior written consent, which shall not be withheld unreasonably. In the event of any subletting, Lessee, nevertheless, shall remain fully responsible and liable for compliance with all of its obligations under the terms, provisions, and covenants of this Lease. Any subtenant shall comply with the requirements and conditions of the Certificate, attached as Exhibit B.

21. **DEFAULT BY LESSEE:** The following shall be deemed to be events of default by Lessee under this Lease:

(a) Lessee shall fail to pay when due any payment required pursuant to this Lease, and the failure is not cured within thirty (30) days after written notice to Lessee;

(b) Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of money, and the failure is not cured or Lessee has not begun taking action to cure within forty-five (45) days after written notice to Lessee;

(c) Lessee shall file a petition or be adjudged bankrupt or insolvent under the National Bankruptcy Act, as amended, or any similar law or statute of the United States or any state; or a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee; or Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or

(d) Lessee shall do or permit to be done any act that results in a lien being filed against the Leased Premises, which lien is not removed or bonded within 120 days after Lessee has actual notice of the lien.

22. **REMEDIES FOR LESSEE'S DEFAULT:** Upon the occurrence of any event of default set forth in this Lease, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand:

(a) Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to surrender the Leased Premises, Lessor may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel, or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for prosecution of any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage, including attorney fees, which Lessor may suffer by reason of the termination of the Lease under this subparagraph, whether through inability to relet the Leased Premises on satisfactory terms or otherwise.

(b) Enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for any claim for damages, and relet the Leased Premises on behalf of Lessee and receive directly the rent by reason of the reletting. Lessee agrees to pay Lessor on demand any deficiency that may arise because of any reletting of the Leased Premises; further, Lessee agrees to reimburse Lessor for any expenditure made by it for remodeling or repairing in order to relet the Leased Premises.

(c) Enter upon the Leased Premises, by picking or changing locks if necessary, without being liable for prosecution of any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007**

---

damages resulting to Lessee from effecting compliance with Lessee's obligations under this subparagraph caused by the negligence of Lessor or otherwise.

(d) Terminate this Lease as an expiration of this Lease, with Lessee purchasing the Leased Premises pursuant to paragraph 25 below.

23. **WAIVER OF DEFAULT OR REMEDY:** Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in paragraph 22 above shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy provided constitute forfeiture or waiver of any rent or damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions, and covenants contained in this Lease.

24. **ACTS OF GOD:** Lessor shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Lessee, so long as the performance or non-performance of the covenant or obligation is delayed, caused by, or prevented by an act of God or force majeure.

25. **PURCHASE UPON EXPIRATION:** Upon the expiration or termination of this Lease (but not during Lessor's minimum holding period to maintain tax exempt treatment of the capital facilities' bonds, Series 2005 A), Lessee may purchase from Lessor all Lessor's right, title and interest in the Leased Premises, assuming and holding Lessor harmless from any unpaid costs and expenses from operating or maintaining the Leased Premises. The purchase price for the Leased Premises shall be Thirty Thousand Three Hundred Twelve and 50/100 Dollars (\$30,312.50). For purposes of exercising this Option to Purchase, Lessee may terminate this Lease at any time during its term upon thirty (30) days written notice to Lessor. Subject to written approval of Lessor, which shall not be withheld unreasonably, the right and option to purchase upon expiration or termination of this Lease may be assigned by Lessee, without release of liability to Lessee (but not during Lessor's minimum holding period to maintain tax exempt of the capital facilities bonds, Series 2005 A).

(a) Lessor covenants and warrants that the title to the Premises is good and marketable, clear, free, and unencumbered, except for taxes and assessments not yet due and payable, and those easements, restrictions, and covenants, and matters listed on Exhibit "C," attached and made a part of this Lease, and Permitted Encumbrances, as defined below.

(1) Within sixty (60) days after the date of this Lease, Lessee may acquire, at its expense, a boundary survey of the Premises prepared by a surveyor duly licensed or registered in the State of Ohio (the "Survey"). The Survey shall include a legal description of the Premises, the location of all buildings on the Premises and the area of the Premises (in aggregate and net of any road rights-of-way).

(2) If the matters identified on Exhibit "C" or the Survey discloses any lien, encumbrance, restriction, condition, easement or other defect, except Permitted Encumbrances which in the opinion of Lessee could adversely affect Lessee's anticipated use of the Premises for purposes permitted under the current zoning of the Premises, Lessee shall give Lessor written notice of such defect(s) within twenty (20) days after the last date of Lessee's receipt of Exhibit "C", legible copies of the matters listed in Exhibit "C" and the Survey. Lessor shall make a good faith effort to remedy, cure, or obtain title insurance over such defect(s) to the reasonable satisfaction of Lessee within ninety (90) days after Notice by Lessee, or such extended period of time mutually agreeable to Lessor and Lessee. If Lessor fails to do so, then Lessee shall have the right to take such action as it deems reasonably necessary to remedy, cure, or obtain title insurance over such defect(s) and to deduct the cost and expense of doing so from the Option Price. For purposes of this Lease, "Permitted Encumbrances" shall mean real estate taxes and assessments not then due and payable, easements of record that do not, in the exercise of Lessee's commercially reasonable judgment, unreasonably interfere with Lessee's intended use of the Premises, zoning and building laws, ordinances and regulations, public roads, and liens or encumbrances resulting from acts of Lessee or those claiming under Lessee.

(b) In the event Lessee exercises its Option to Purchase, the Closing of the acquisition shall take place within thirty (30) days of the exercise of the said Option to Purchase at the offices of Lessee's counsel or such other place as the parties may agree. At Closing, all closing documents shall be in a form reasonably acceptable to counsel for Lessor and Lessee.

(c) At Closing, Lessor shall deliver, (1) a transferable and recordable warranty deed, granting fee simple title to the Leased Premises, free and clear of all liens, encumbrances, restrictions, conditions, easements, encroachments, and other defects except matters listed in Exhibit "C" and other Permitted Encumbrances and subject to reversion on the following condition: If Grantee, or its successors or

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007**

---

assigns, should fail to use the Property conveyed by this deed for public purposes involving provision of housing, health, social services, recreational activities or other services to improve the quality of life for the benefit of older persons in Delaware County, Ohio, then all right, title and interest in the Property shall revert to the Board of County Commissioners, Delaware County, Ohio; (2) a closing statement for the Leased Premises prepared by the Title Company and approved by both parties showing the Option purchase price, and all charges or credits to Lessor or Lessee provided for in this Lease; (3) all resolutions, consents, affidavits or other documents required by Title Company; (4) an affidavit in compliance with Section 1455 of the Internal Revenue Code and applicable regulations stating Lessor's United States Taxpayer Identification Number, and that Lessor is not a "foreign person" as that term is defined in Section 1445; and (5) a paid owner's title insurance policy in the amount of Eleven Million Two Hundred Thousand Dollars (\$11,200,000.00); and (6) any other documents required to be delivered by Lessor under this Lease or then current law which have not been delivered to Lessee prior to the date of Closing.

(d) At Closing Lessee shall deliver, (1) the purchase price less any credits or prorations allowed under this Lease; (2) all resolutions, consents, affidavits or other documents required by the Title Company; and (3) Lessee shall pay for any additional title insurance coverage or title endorsements it chooses to obtain.

(e) Lessee shall pay state and local excise or documentary taxes imposed upon the deed and any transfer or conveyance fees, stamp taxes or other taxes or expenses relating to the conveyance.

(f) Upon the closing, this Lease shall terminate.

26. **EARLY TERMINATION:** Lessee, on ninety (90) days written notice to Lessor, may terminate this Lease for reasons other than exercising its Option to Purchase the Leased Premises.

27. **MORTGAGES:** The purchase and improvement of the Leased Premises has been financed by general obligation bonds issued by Lessor. Under the terms of the bonds and pursuant to Ohio law, there shall be no mortgage against the Leased Premises.

28. **SUCCESSORS:** This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, personal representatives, successors and assigns. It is hereby covenanted and agreed that should Lessor's interest in the Leased Premises cease to exist for any reason during the term of this Lease, then notwithstanding the happening of such event this Lease nevertheless shall remain unimpaired and in full force and effect and Lessee hereunder agrees to attorn to the then owner of the Leased Premises.

29. **DEFINITIONS:** The following definitions apply to the terms set forth below as used in this Lease:

(a) "Abandon" means the vacating of all or a substantial portion of the Leased Premises by Lessee, whether or not Lessee is in default of the rental payments due under this Lease.

(b) An "act of God" or "force majeure" is defined for purposes of this Lease as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of Lessor and which by the exercise of due diligence Lessor is unable, wholly or in part, to prevent or overcome.

(c) The "commencement date" shall be the date set forth in paragraph 2. The "commencement date" shall constitute the commencement of this Lease for all purposes, whether or not Lessee has actually taken possession.

(d) "Real property tax" means all school, city, state and county taxes and assessments including special district taxes or assessments.

30. **MISCELLANEOUS:** The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraph. If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Lease, and such other provisions shall continue in full force and effect. This Lease shall not be recorded, but upon the request of either party, the parties will prepare, execute, and record a memorandum of lease.

In order to supplement the taxpayer funded structure and the furniture, fixtures and equipment that are part of the facility on the Leased Premises, Lessee shall have the sole and exclusive right to grant naming rights for the building, including rooms or areas in the facility, subject only to the condition that any such arrangement shall not negate the tax-exempt treatment of the Facilities Bonds, Series 2005 A.

31. **NOTICE:**

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007

- (a) All payments required to be made by Lessee shall be payable to Lessor at the address set forth below.
- (b) All payments required to be made by Lessor to Lessee shall be payable to Lessee at the address set forth below, or at any other address within the United States as Lessee may specify from time to time by written notice.
- (c) Any notice or document required or permitted to be delivered by this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set out below:

LESSOR:	LESSEE:
Board of County Commissioners,	Council for Older Adults
Delaware County, Ohio	800 Cheshire Road
101 North Sandusky Street	Delaware, OH 43015
Delaware, OH 43015	

31. **ENTIRE AGREEMENT AND LIMITATION OF WARRANTIES** : IT IS EXPRESSLY AGREED BY LESSEE, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE, WITH THE SPECIFIC REFERENCES TO WRITTEN EXTRINSIC DOCUMENTS, IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE. LESSOR AND LESSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE. IT IS LIKEWISE AGREED THAT THIS LEASE MAY NOT BE ALTERED, WAIVED, AMENDED, OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY BOTH LESSOR AND LESSEE.

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

**RESOLUTION NO. 07-1297**

**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. Ward to adjourn into Executive Session at 10:58AM.

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

**RESOLUTION NO. 07-1298**

**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 11:18AM.

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

There being no further business the meeting adjourned.

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2007

---

\_\_\_\_\_  
Kristopher W. Jordan

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Letha George, Clerk to the Commissioners