

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Absent
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COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 14, 2008

RESOLUTION NO. 08 -822

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Amanda Weiss attend a Supervisor Series III Training on Navigating Employee Challenges in Columbus, Ohio August 27, 2008, at no cost.

The Prosecutor’s Office is requesting Aric Hochstettler attend a Bricker and Eckler Construction Document Seminar In Columbus, Ohio July 22, 2008, at the cost of \$30.00.

The Court of Common Pleas (Adult Court Services) is requesting that Jeff Vanderborne attend a Probation Officers Training in Columbus, Ohio September 5, 2008, at the cost of \$40.00.

The Sheriff’s Office is requesting that Daniel Pollock attend a training Class in Summit County September 10-11, 2008, at the cost of \$70.00.

The Administrative Services Department is requesting that Terry Conant attend an Ohio County Dog Wardens Association Meeting in Crawford County July 16, 2008, at no cost.

The Engineer’s Office is requesting that Jack Jennings attend a Title Transfer Seminar in Columbus, Ohio June 26, 2008, at the cost of \$284.00.

The Engineer’s Office is requesting that Jack Jennings attend an Ohio Boundary Seminar in Columbus, Ohio August 15, 2008, at the cost of \$315.40.

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

RESOLUTION NO. 08-823

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF’S OFFICE LEAP GRANT:

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

Supplemental Appropriation		AMOUNT	
28631319-5380	L.E.A.P. Grant/Other Services	\$	7,499.00
28631311-5001	L.E.A.P. Grant 2007/Compensation	\$	(1,304.42)
28631311-5365	L.E.A. P. Grant 2007/Grant Services	\$	(502.22)

Transfer of Appropriation			
From	To		
28631319-5380	26831319-5260		
L.E.A.P. Grant/Other	L.E.A.P. Inventoried Tools	\$	6,200.00
28631319-5450	28631319-5380		
L.E.A.P. Grant/Machinery & Equip	L.E.A.P. Grant/Other Services	\$	1.00

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

RESOLUTION NO. 08-824

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

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

Permit #	Applicant	Location	Type of Work
U08-069	DEL-CO WATER	HYATTS RD/OLENTANGY FALLS SEC 4 & 5	CONSTRUCT RD EMBANKMENT, DITCH, STORM WATER & WATER LINE
U08-070	EMBARQ	PERFECT RD	PLACE CABLE IN ROW

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

RESOLUTION NO. 08-825

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**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY HUMAN RESOURCES  
EMPLOYEE RELATIONS FUNDS TO ASSIST IN FUNDING THE PURCHASE OF FRUIT, PUNCH AND  
OTHER AMENITIES FOR THE ANNUAL DELAWARE COUNTY EMPLOYEE HEALTH AND SAFETY FAIR:**

It was moved by Mr. Evans, seconded by Mr. Jordan 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, Human Resources Department has offered the Employee Health and Safety Fair for the past nine years. Grady Memorial is there each year to do blood-work. In order for this procedure to give an accurate reading, participants must fast for 12 hours. The purchase of food and drinks is necessary for the well being of employees who are having blood drawn or giving blood that day.

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 Human Resources Employee Relations funds in an amount not to exceed \$175.00, to assist in funding the purchase of fruit, refreshments and other amenities for The Delaware County Employee Health and Safety Fair.

Further be it resolved that the Commissioners approve a purchase order to Buehlers for \$175.00.

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

**RESOLUTION NO. 08-826**

**IN THE MATTER OF ACCEPTING A SETTLEMENT AGREEMENT IN THE MATTER OF MAX E. GRIFFITH  
V. ADMINISTRATOR, BUREAU OF WORKERS’ COMPENSATION AND DELAWARE COUNTY,  
DELAWARE COUNTY, COMMON PLEAS COURT CASE NUMBER: 07-CVD-060766:**

It was moved by Mr. Evans, seconded by Mr. Jordan to accept the settlement agreement in the matter of Max E. Griffith v. Administrator, Bureau of Workers Compensation and Delaware County Delaware County Common Pleas Court Case Number 07-CVD-060766.

(A copy of the agreement is available in the Commissioners’ Office until no longer of administrative value).

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

**RESOLUTION NO. 08-827**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

Recommendation for Paramedic Dan Boone to serve a 24 hour unpaid suspension from duty.

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

**RESOLUTION NO. 08-828**

**IN THE MATTER OF AMENDING RESOLUTION 08-782 REGARDING APPROVAL OF PERSONNEL  
ACTIONS:**

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

Recommendation to approve a 2 week suspension for part time paramedic Aubrey Dudra from July 12, 2008 to July 25, 2008. In addition, Ms. Dudra is entering into a Last Chance Agreement with the County effective July 12, 2008.

Recommendation to promote Nick Arnold to a Full Time Paramedic position with an effective date of July 12, 2008 not July 17, 2008.

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

RESOLUTION NO. 08-829

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE ECONOMIC  
DEVELOPMENT DEPARTMENT:

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

SUPPLEMENTAL APPROPRIATIONS		AMOUNTS
23011701-5365	CDBG Economic Development Grant 2005/Administrative Services	\$5,000.00

MEMO TRANSFER

From	To	
CDBG Economic Dev. Grant 2005/Admin. 23011701-5365	Joint Economic Development 21011113-4201	\$5,000.00

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

RESOLUTION NO. 08-830

IN THE MATTER OF APPROVING AN EASEMENT AGREEMENT BETWEEN THE DELAWARE COUNTY  
COMMISSIONERS AND ROGER AND PAMELA PASLEY FOR THE PERRY – TAGGART SANITARY  
IMPROVEMENTS:

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

Whereas the Board of County Commissioner have previously executed Change Order # 14 for the Perry – Taggart Sanitary Improvements, and

Whereas the Change Order directs the contractor to construct a 15” diameter sewer from Daventry Lane to the Wingate Farms Pump Station and to remove the pump station, and

Whereas both temporary and permanent easements from Roger and Pamela Pasley at 1201 Carriage Road, Powell, Ohio are needed for the proposed improvements, and

Whereas the required easements are detailed in Exhibit A, and

Whereas Roger and Pamela Pasley have executed an easement agreement for the County to purchase the required easements, and

Whereas the purchase price of the easement is two thousand eight hundred and thirty six dollars (\$2,836.00) and equals the appraised value of the required easements.

Therefore be it resolved that the Board of County Commissioners exe cuted the easement agreement with Roger K. and Pamela A. Pasley for the purchase of the easements as described in Exhibit A.

Furthermore be it resolved that the Board of County Commissioners approve at purchase order and voucher for payment in the amount of \$2,836.00 to Roger K. and Pamela A. Pasley from 66711903-5401.

(A copy of Exhibit A is available in the Sanitary Engineer Department until no longer of administrative value)

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

RESOLUTION NO. 08-831

IN THE MATTER OF EXECUTING A CHANGE ORDER FOR THE CENTRIFUGE DEWATERING FACILITY  
IMPROVEMENTS (DCRSD 08-1):

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

Whereas the County has previously awarded the Centrifuge Dewatering Facility Improvements (DCRSD 08-1) at the Olentangy Environmental Control Center to Peterson Construction Company Incorporated, and

Whereas to install the improvements as designed, the existing three phase electric service needs to be relocated, and

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Whereas only American Electric Power (AEP) can relocated the existing electric service, and

Whereas the contract documents delineate the cost of relocating the electric service to the County and were not included in Peterson Construction Company’s bid, and

Whereas allowing Peterson Construction Company to directly pay AEP the relocation costs will expedite the re-routing of the electric service and the overall project completion.

Therefore be it resolved that the Board of County Commissioners approve Change Order No. 1 to Centrifuge Dewatering Facility Improvements (DCRSD 08-1).

**Furthermore be it resolved** that the Board of County Commissioners approve the following supplemental appropriation and purchase order increase:

Supplemental Appropriations Approval

66611903-5450 for \$17,162.26

Purchase Order Increase Approval

66690301-5450 for \$17,162.26 to Peterson Construction Company, Incorporated.

Change Order 1		
Date of Issuance:	July 14, 2008	Effective Date: July14, 2008
Project: OLENTANGY ENVIRONMENTAL CONTROL CENTER – CENTRIFUGE DEWATERING FACILITY IMPROVEMENTS	Owner: DELAWARE COUNTY	Owner's Contract No.: N/A
Contract: FINAL CLARIFIER IMPROVEMENTS OLENTANGY ENVIRONMENTAL CONTROL CENTER		Date of Contract: June 26, 2008
Contractor: Peterson Construction Company, Inc.		Engineer's Project No.: DCRSD08-1

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Change Order to allow Peterson Construction Company to pay American Electric Power utility relocation fee. Fee originally to be paid by County. Payment will expedite relocating electric utility which will allow for construction to commence on major improvements.

Attachments: (List documents supporting change):

AEP contract and fee

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ 2,850,000.00	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion: 360 days from Contract Time commencement Ready for final payment: 420 days from Contract Time commencement
Increase from previously approved Change Orders:  \$ 00.00	Increase from previously approved Change Orders:  Substantial completion: 0 DAYS Ready for final payment: 0 DAYS
Contract Price prior to this Change Order:  \$ 2,850,000.00	Contract Times prior to this Change Order: Substantial completion: 360 days from Contract Time commencement Ready for final payment: 420 days from Contract Time commencement
Increase of this Change Order:  \$ 17,162.26	Increase of this Change Order: Substantial completion: 0 DAYS Ready for final payment: 0 DAYS
Contract Price incorporating this Change Order:  \$ 2,867,162.26	Contract Times with all approved Change Orders: Substantial completion: 360 days from Contract Time commencement Ready for final payment: 420 days from Contract Time commencement

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Absent
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**RESOLUTION NO. 08-832**

**IN THE MATTER OF APPROVING A LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY  
COMMISSIONERS AND THE OHIO DEPARTMENT OF PUBLIC SAFETY  
BUREAU OF MOTOR VEHICLES FOR THE FRANK B. WILLIS BUILDING:**

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

**STATE OF OHIO  
DEPARTMENT OF PUBLIC SAFETY**

**L-E-A-S-E**

- I. THIS LEASE WITNESSETH: THAT in consideration of the rentals herein reserved and mutual covenants expressed,

Delaware County Commissioners  
101 North Sandusky Street  
Delaware, Ohio, 43015

hereinafter referred to as the **Lessor**, does hereby demise and lease to:

Ohio Department of Public Safety  
Bureau of Motor Vehicles  
1970 West Broad Street 5th Floor  
Columbus, Ohio 43223

hereinafter referred to as the **Lessee**, all those premises known and described as:

Frank B. Willis Building  
2081 US Highway 23 North  
Delaware, Ohio, 43015

and containing approximately **1,479** square feet of office space and at least 123 non exclusive parking spaces with a minimum of 5 designated parking spaces meeting ADA specifications.

- II. TO HAVE AND TO HOLD the same with any appurtenances included, unto the said Lessee from the 1st day of August, 2008, for and during the full term ending on the 30th day of June, 2009, with an automatic renewal of two years at the same rate and subject to the same terms and conditions, contingent on appropriation of such funds by the Ohio General Assembly; yielding and paying therefore during the term an annual rental rate of approximately **\$11.45 per square foot or \$16,928.35** annually, for the entire demised premises, which sum is payable directly to the Lessor by the Deputy Registrar on the first day of each month in the amount of **\$1,410.70**. It is agreed that rent shall commence on the actual date of occupancy or as agreed between both parties.

It is agreed that this lease will supersede the current lease that is in effect with the deputy registrar.

- III. It is agreed that the Lessee is entitled to unlimited, two-year **RENEWAL OPTIONS** at the current rate unless Lessor notifies Lessee in writing of intent to adjust rents at least 6 months prior to expiration. Such notice must be supported by documentation of increased costs to Lessor. Any rental increase shall be negotiated in good faith and not exceed the Consumer Price Index. During such renewal, all other terms, covenants, and conditions contained in this lease shall continue and be in full force and effect.
- IV. It is understood and agreed that the Lessee may **SUBLEASE** the demised premises to any successful proposer who is awarded the contract to operate as a Deputy Registrar at this location.
- V. It is agreed that this lease and any renewal thereof is subject to the appropriation and certification of **AVAILABLE FUNDS**, pursuant to Ohio Revised Code, section 126.07 and approval by the State Controlling Board if deemed applicable by the Director of Public Safety or the Registrar of Motor Vehicles.
- VI. Lessee agrees to refrain from committing **WASTE** on said premises and to deliver possession thereof to the Lessor at the conclusion of this lease in substantially as good condition as at the commencement of this lease, damages arising from any circumstances beyond the control of the Lessee and normal wear and tear excepted. If such waste should occur, Sublessee(s) shall be held liable for damages.
- VII. Lessor covenants that it is in **RIGHTFUL POSSESSION** of the premises and that upon payment of the rental fee it will warrant and defend the title of the Lessee against any and all claims whatsoever, not arising out of this Lease. Lessor further warrants that the Lessee shall, at all times during the term of this

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Lease, peaceably and quietly have, hold and enjoy the premises.

- VIII. Lessor shall comply with all federal, state and local building codes, zoning codes, occupancy permits, fire codes applicable to this lease. Lessor shall during the term of this lease keep the premises in compliance with any and all **APPLICABLE STANDARDS** which have been or will be promulgated by the Federal Occupational Safety and Health Administration pursuant to the Federal Safety and Health Act of 1970, 29 U.S.C. 651 to 678 (1970).

The Lessor shall comply with all applicable provisions of Ohio Revised Code Chapter 4115, entitled Wages and Hours on Public Works.

The Lessor shall maintain the premises in accordance with the Federal Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. sections 12101 to 12213 (1990), as amended, and with all applicable regulations.

- IX. **SERVICES BY THE LESSOR.** The Lessor agrees to perform all of the following functions at its own expense during the term of this lease or any renewal thereof:
- A. Pay all taxes, water and sewer, electric, and gas utilities (water, sewer, electric, and gas utilities to be charged back to the Sublessee (deputy registrar) – five percent (5%) of the total), and assessments accruing against said premises.
  - B. Maintain the premises including but not limited to roof, heating, air conditioning, electrical and plumbing facilities. Any fixtures attached to the building such as doors, sinks, faucets, etc., which are not in good working order will be replaced at the expense of the Lessor.
  - C. Assume liability for glass breakage, unless due to the Lessee/Sublessee's employee actions or actions of its visitors cause damage. Sublessee will reimburse the Lessor for this cost if breakage is caused by Sublessee, its employees, or its visitors' neglect.
  - D. Provide HVAC capable of maintaining 72 degrees F. uniformly throughout the leased space regardless of outside temperatures.
  - E. Provide hot and cold running water.
  - F. Provide and maintain landscape service for all unpaved exterior area, if applicable.
  - G. Provide exterior lighting.
  - H. Provide exterior building maintenance to include washing of exterior windows as needed.
  - I. Provide interior building maintenance.
  - J. Provide prompt removal of snow and ice from pathway(s) and parking area(s) and fully clear all handicapped parking areas and access ramps. Such removal to occur after snowfall of two (2) inches and/or before agency business hours in the event of overnight precipitation.
  - K. Provide extermination service if needed, but not in cases where Lessee/Sublessees' employees or their visitors are negligent.
  - L. Maintain the parking lot.
  - M. Provide and maintain emergency exit lights and signs and fire extinguishers, as required by code.
  - N. Provide all facilities necessary for installation and usage of telephone service in the leased premises, where such facilities are not provided by the telephone company as part of such installation and usage service.
  - O. Provide trash removal.
  - P. Provide janitorial services.

In the event Lessor fails to provide any services required of Lessor under this Lease, Lessee shall notify Lessor in writing of the service or services which are not being provided. If Lessor does not provide same within 10 days of the date of such notice, Lessee may provide the service and deduct the cost thereof from the rents reserved herein. In extreme cases of negligence, Lessee reserves the right to terminate this Lease by written notice of termination at any time after expiration of said 10 days.

X. **TENANT IMPROVEMENTS:**

Lessor will deliver to Lessee at the commencement of this lease, a complete turn key of the demised premises as shown on the attached schematic which was submitted to the Lessor in 2007. Lessor shall provide a finished architectural blueprint of the demised space (including casework) to the Lessee – Facility Management office, for review and approval before proceeding with the construction and buildout. The Lessor shall install all new major mechanicals, HVAC, sprinkler system, fire alarm, electrical, plumbing, etc., as required by code and ensure all systems are properly working. Lessor shall construct interior improvements depicted on the attached schematic, including perimeter and interior partitions, dry walled, taped, sanded, and painted with two coats of semi-gloss paint. Install new exterior doors, glass work, and windows in the office, as depicted on the schematic. Interior doors and hardware, ADA compliant bathrooms to include dry walled ceilings, all plumbing and plumbing fixtures, break room counters/cabinets and the sink to include plumbing in the breakroom, all electric service to include all wall receptacles and counter electric wiring and electric conduit with junction boxes for phone/data wiring (including pull strings) for all counter terminals and as depicted on the schematic, all customer counter casework and back counter casework in the employee area per BMV specifications. Lessor will provide

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and install all flooring (carpeting and hard surface material) as designated by the Lessee and as shown on the floor plan. Lessor will also install acoustic tile suspended ceiling, and 2 x 4 florescent light fixtures. Lessee will approve the color selections and all materials used. Lessor will clean and remove all debris after the buildout is completed, prior to Lessee occupying the premises. Lessor will obtain all appropriate building permits and provide an occupancy permit for 42 occupants for the office, upon completion of the space, and prior to Lessee taking occupancy. Lessor will provide the exterior and interior signage per BMV specifications.

**XI. LESSEE RESPONSIBILITIES :**

- A. To cause payment of the rentals as they fall due by the Sublessee.
- B. To ensure Sublessee will:
  - 1. Abide by such reasonable rules and regulations required by the Lessor to assure proper operation of the premises, provided such rules and regulations are not inconsistent with the terms of this lease.
  - 2. Comply with any statutes, orders, or regulations issued by the state, city, county, or federal authorities which are applicable to the Sublessee's use and occupancy of the premises.
  - 3. Pay for its telephone service.
  - 4. Provide right of access to the Lessor to do maintenance on space after prior approval of Lessee and notification of Sublessee. Access shall not be unreasonably denied.
  - 5. Pay for its share of the monthly monitoring service charge for alarm system, if applicable.
  - 6. Pay for its prorated share (five percent (5%) of the total) of the water and sewer, electric, and gas utilities. The Lessor will invoice the Sublessee (deputy registrar) on a quarterly basis for its share of the utility costs.

XII. Lessee shall have the right, with approval of Lessor, to make **ALTERATIONS**, attach fixtures and erect additions, structures and signs in or upon the premises at its own expense. Any such structures whether during the period of this Lease or any renewal hereof, or under a previous Lease between the parties for these premises, shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of the Lease or any renewal hereof.

XIII. If the premises described in this Lease be destroyed by fire or other casualty, this Lease shall immediately terminate at the option of the Lessee. In case of partial damage or **DESTRUCTION** so as to render the premises untenable, the Lessee may terminate this Lease by giving written notice to the Lessor after the occurrence of said partial damage or destruction and effective upon Sublessee(s) vacating the premises.

XIV. It is further agreed that the Lessee may, at its option, **HOLDOVER** and remain in possession of the Leased Premises or any part thereof after the expiration of the Lease or any renewal hereof, and such occupancy shall be regarded as a tenancy from month-to-month under these same conditions excepting as to term. Written notification of the Lessee(s)'s intention to holdover shall be given to the Lessor at his last known address, not less than 30 days before the expiration of the term of this Lease or any renewal hereof. Lessee may not holdover for more than a total of six (6) months and said tenancy shall terminate at the end of the month in which Lessee vacates therefrom.

XV. During the period of this lease or any renewal hereof, the same may be terminated by Lessee by written notice of **CANCELLATION**, mailed to the Lessor at his last known address at least 90 days prior to the effective date of such cancellation.

XVI. **SELF-INSURANCE.** Lessee represents to Lessor that it shall be liable in accordance with the same rules of law applicable to suits between private parties as provided by Ohio Revised Code Section 2743.02, other statutes, and caselaw. Lessee further represents that it does not have a liability insurance carrier, but that it has the resources and authority, subject to an appropriation by the Ohio General Assembly, to pay damages if liable.

XVII. The Lessor shall, at its sole cost and expense, **RECORD** a memorandum of this Lease and any addendum to this Lease in the office of the County Recorder of **Delaware County**. Lessor's failure to record these documents pursuant to the Ohio Revised Code shall render them null and void and there shall be no agreement whatsoever between Lessor and Lessee. Lessor shall, as proof of recording, return one original recorded copy of the Memorandum of Lease or any Addendum of Lease to the Ohio Department of Public Safety, Facility Management Section, 1970 West Broad Street – Fifth Floor, Columbus, Ohio 43223.

XVIII. All notices and correspondence shall be addressed as follows unless written notice of change is sent to the other party:

Lessee:



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Ohio Department of Public Safety  
Bureau of Motor Vehicles  
Facility Management Section  
1970 West Broad Street - 5th Floor  
PO Box 182074  
Columbus OH 43218-2074

Lessor:

Delaware County Commissioners  
101 North Sandusky Street  
Delaware, Ohio, 43015

- XIX. The words "Lessor", "Lessee", and "Sublessee", wherever used in this Lease, shall include the successors and assigns of the Lessor, Lessee, and Sublessee, respectively.
- XX. **ETHICS CLAUSE.** In accordance with Executive Order 2007-01S, Lessor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. Lessor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts or grants with the State of Ohio.

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

**RESOLUTION NO. 08-833**

**IN THE MATTER OF APPROVING A LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE OHIO DEPARTMENT OF PUBLIC SAFETY OHIO STATE HIGHWAY PATROL FOR THE FRANK B. WILLIS BUILDING:**

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

**STATE OF OHIO  
DEPARTMENT OF PUBLIC SAFETY**

**L-E-A-S-E**

- I. THIS LEASE WITNESSETH: THAT in consideration of the rentals herein reserved and mutual covenants expressed,

Delaware County Commissioners  
101 North Sandusky Street  
Delaware, Ohio 43015

hereinafter referred to as the **Lessor**, does hereby demise and lease to:

Ohio Department of Public Safety  
Ohio State Highway Patrol  
1970 West Broad Street 5th Floor  
Columbus, Ohio 43223

hereinafter referred to as the **Lessee**, all those premises known and described as:

Frank B. Willis Building  
2081 US Highway 23 North  
Delaware, Ohio 43015

and containing approximately 1,387 square feet of office space and at least 123 non exclusive parking spaces with a minimum of 5 designated parking spaces meeting ADA specifications. Additionally, Lessor will provide two dedicated paved maneuverability courses, one for automobiles (40' x 144' each) and one for motorcycles (101' x 144'), and exclusive use of a two lane drive through canopy area beside the building to stage the driver testing vehicles.

- III. TO HAVE AND TO HOLD the same with any appurtenances included, unto the said Lessee from the 1st day of August, 2008, for and during the full term ending on the 30th day of June, 2009, with an automatic

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renewal of two years at the same rate and, subject to the same terms and conditions, contingent on appropriation of such funds by the Ohio General Assembly; yielding and paying therefore during the term an annual rental rate of approximately **\$11.45 per square foot or \$15,875.33** annually, for the entire demised premises, which sum is payable directly to the Lessor by the Ohio State Highway Patrol on the fifteenth day of the second month of each quarter (August, November, February, May), upon receipt of an invoice, in the amount of **\$3,968.84**. It is agreed that rent shall commence on the actual date of occupancy or as agreed between both parties.

It is agreed that this lease will supersede the existing lease dated July 1, 1991.

- III. It is agreed that the Lessee is entitled to unlimited, two-year **RENEWAL OPTIONS** at the current rate unless Lessor notifies Lessee in writing of intent to adjust rents at least 6 months prior to expiration. Such notice must be supported by documentation of increased costs to Lessor. Any rental increase shall be negotiated in good faith and not exceed the Consumer Price Index. During such renewal, all other terms, covenants, and conditions contained in this lease shall continue and be in full force and effect.
- IV. It is agreed that this lease and any renewal thereof is subject to the appropriation and certification of **AVAILABLE FUNDS**, pursuant to Ohio Revised Code, section 126.07 and approval by the State Controlling Board if deemed applicable by the Director of Public Safety or the Registrar of Motor Vehicles.
- V. Lessee agrees to refrain from committing **WASTE** on said premises and to deliver possession thereof to the Lessor at the conclusion of this lease in substantially as good condition as at the commencement of this lease, damages arising from any circumstances beyond the control of the Lessee and normal wear and tear excepted. If such waste should occur, Lessee(s) shall be held liable for damages.
- VI. Lessor covenants that it is in **RIGHTFUL POSSESSION** of the premises and that upon payment of the rental fee it will warrant and defend the title of the Lessee against any and all claims whatsoever, not arising out of this Lease. Lessor further warrants that the Lessee shall, at all times during the term of this Lease, peaceably and quietly have, hold and enjoy the premises.
- VII. Lessor shall comply with all federal, state and local building codes, zoning codes, occupancy permits, fire codes applicable to this lease. Lessor shall during the term of this lease keep the premises in compliance with any and all **APPLICABLE STANDARDS** which have been or will be promulgated by the Federal Occupational Safety and Health Administration pursuant to the Federal Safety and Health Act of 1970, 29 U.S.C. 651 to 678 (1970).

The Lessor shall comply with all applicable provisions of Ohio Revised Code Chapter 4115, entitled Wages and Hours on Public Works.

The Lessor shall maintain the premises in accordance with the Federal Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. sections 12101 to 12213 (1990), as amended, and with all applicable regulations.

- VIII. **SERVICES BY THE LESSOR.** The Lessor agrees to perform all of the following functions at its own expense during the term of this lease or any renewal thereof:
  - A. Pay all taxes, water and sewer, electric, and gas utilities (water, sewer, electric, and gas utilities to be charged back to the Lessee – five percent (5%) of the total), and assessments accruing against said premises.
  - B. Maintain the premises including but not limited to roof, heating, air conditioning, electrical and plumbing facilities. Any fixtures attached to the building such as doors, sinks, faucets, etc., which are not in good working order will be replaced at the expense of the Lessor.
  - D. Assume liability for glass breakage, unless due to the Lessee's employee actions or actions of its visitors cause damage. Lessee will reimburse the Lessor for this cost if breakage is caused by Lessee, its employees, or its visitors' neglect.
  - D. Provide HVAC capable of maintaining 72 degrees F. uniformly throughout the leased space regardless of outside temperatures.
  - E. Provide hot and cold running water.
  - F. Provide and maintain landscape service for all unpaved exterior area, if applicable.
  - G. Provide exterior lighting.
  - H. Provide exterior building maintenance to include washing of exterior windows as needed.
  - II. Provide interior building maintenance.
  - J. Provide prompt removal of snow and ice from pathway(s) and parking area(s) and fully clear all handicapped parking areas and access ramps. Such removal to occur after snowfall of two (2) inches and/or before agency business hours in the event of overnight precipitation.
  - K. Provide extermination service if needed, but not in cases where Lessee's employees or its visitors are negligent.
  - L. Maintain parking lot and both testing areas.
  - Q. Provide and maintain emergency exit lights and signs and fire extinguishers, as required by code.

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- R. Provide all facilities necessary for installation and usage of telephone service in the leased premises, where such facilities are not provided by the telephone company as part of such installation and usage service.
- S. Provide trash removal.
- T. Provide janitorial services.

In the event Lessor fails to provide any services required of Lessor under this Lease, Lessee shall notify Lessor in writing of the service or services which are not being provided. If Lessor does not provide same within 10 days of the date of such notice, Lessee may provide the service and deduct the cost thereof from the rents reserved herein. In extreme cases of negligence, Lessee reserves the right to terminate this Lease by written notice of termination at any time after expiration of said 10 days.

**IX. TENANT IMPROVEMENTS:**

Lessor will deliver to Lessee at the commencement of this lease, a complete turn key of the demised premises as shown on the attached schematic which was submitted to the Lessor in 2007. Lessor shall provide a finished architectural blueprint of the demised space (including casework) to the Lessee – Facility Management office, for review and approval before proceeding with the construction and buildout. The Lessor shall install all new major mechanicals, HVAC, sprinkler system, fire alarm, electrical, plumbing, etc., as required by code and ensure all systems are properly working. Lessor shall construct interior improvements depicted on the attached schematic, including perimeter and interior partitions, dry walled, taped, sanded, and painted with two coats of semi-gloss paint. Install new exterior doors, glass work, and windows in the office and break room, as depicted on the schematic. Interior doors and hardware, ADA compliant bathrooms to include dry walled ceilings, all plumbing and plumbing fixtures, break room counters/cabinets and the sink to include plumbing in the breakroom, all electric service to include all wall receptacles and counter electric wiring and electric conduit with junction boxes for phone/data wiring (including pull strings) for all counter terminals and as depicted on the schematic, all customer counter casework in the employee area per OSHP specifications. Lessor will provide and install all flooring (carpeting and hard surface material) as designated by the Lessee and as shown on the floor plan. Lessor will also install acoustic tile suspended ceiling, and 2 x 4 florescent light fixtures. Lessee will approve the color selections and all materials used. Lessor will clean and remove all debris after the buildout is completed, prior to Lessee occupying the premises. Lessor will obtain all appropriate building permits and provide an occupancy permit for 35 occupants for the office, upon completion of the space, and prior to Lessee taking occupancy. Lessor will provide exterior and interior signage per OSHP specifications.

**X. LESSEE RESPONSIBILITIES :**

- A. To cause payment of the rentals as they fall due.
- C. To ensure the following:
  - 1. Abide by such reasonable rules and regulations required by the Lessor to assure proper operation of the premises, provided such rules and regulations are not inconsistent with the terms of this lease.
  - 2. Comply with any statutes, orders, or regulations issued by the state, city, county, or federal authorities which are applicable to Lessee's use and occupancy of the premises.
  - 3. Pay for its telephone service.
  - 4. Provide right of access to the Lessor to do maintenance on space after prior approval of Lessee. Access shall not be unreasonably denied.
  - 5. Pay for its prorated share (five percent (5%) of the total) of the water and sewer, electric, and gas utilities. The Lessor will invoice the Lessee on a quarterly basis for its share of the utility costs.

XI. Lessee shall have the right, with approval of Lessor, to make **ALTERATIONS**, attach fixtures and erect additions, structures and signs in or upon the premises at its own expense. Any such structures whether during the period of this Lease or any renewal hereof, or under a previous Lease between the parties for these premises, shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of the Lease or any renewal hereof.

XII. If the premises described in this Lease be destroyed by fire or other casualty, this Lease shall immediately terminate at the option of the Lessee. In case of partial damage or **DESTRUCTION** so as to render the premises untenable, the Lessee may terminate this Lease by giving written notice to the Lessor after the occurrence of said partial damage or destruction and effective upon Lessee(s) vacating the premises.

XIII. It is further agreed that the Lessee may, at its option, **HOLDOVER** and remain in possession of the Leased Premises or any part thereof after the expiration of the Lease or any renewal hereof, and such

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- occupancy shall be regarded as a tenancy from month-to-month under these same conditions excepting as to term. Written notification of the Lessee(s)'s intention to holdover shall be given to the Lessor at his last known address, not less than 30 days before the expiration of the term of this Lease or any renewal hereof. Lessee may not holdover for more than a total of six (6) months and said tenancy shall terminate at the end of the month in which Lessee vacates therefrom.
- XIV. During the period of this lease or any renewal hereof, the same may be terminated by Lessee by written notice of **CANCELLATION**, mailed to the Lessor at his last known address at least 90 days prior to the effective date of such cancellation.
- XV. **SELF-INSURANCE.** Lessee represents to Lessor that it shall be liable in accordance with the same rules of law applicable to suits between private parties as provided by Ohio Revised Code Section 2743.02, other statutes, and caselaw. Lessee further represents that it does not have a liability insurance carrier, but that it has the resources and authority, subject to an appropriation by the Ohio General Assembly, to pay damages if liable.
- XVI. The Lessor shall, at its sole cost and expense, **RECORD** a memorandum of this Lease and any addendum to this Lease in the office of the County Recorder of **Delaware County**. Lessor's failure to record these documents pursuant to the Ohio Revised Code shall render them null and void and there shall be no agreement whatsoever between Lessor and Lessee. Lessor shall, as proof of recording, return one original recorded copy of the Memorandum of Lease or any Addendum of Lease to the Ohio Department of Public Safety, Facility Management Section, 1970 West Broad Street – Fifth Floor, Columbus, Ohio 43223.
- XVII. All notices and correspondence shall be addressed as follows unless written notice of change is sent to the other party:
- Lessee:

Ohio Department of Public Safety  
Ohio State Highway Patrol  
Facility Management Section  
1970 West Broad Street - 5th Floor  
PO Box 182074  
Columbus OH 43218-2074

Lessor:

Delaware County Commissioners  
101 North Sandusky Street  
Delaware, Ohio, 43015
- XVIII. The words "Lessor" and "Lessee", wherever used in this Lease, shall include the successors and assigns of the Lessor and Lessee.
- XIX. **ETHICS CLAUSE.** In accordance with Executive Order 2007-01S, Lessor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. Lessor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts or grants with the State of Ohio.
- Vote on Motion            Mr. Jordan            Aye            Mr. Evans            Aye            Mr. Ward            Absent

**RESOLUTION NO. 08-834**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

Joe Schick is resigning his position as a 911 Dispatcher; effective date July 20, 2008.

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

**COMMISSIONER EVANS ASKED ABOUT THE STATUS OF THE ECONOMIC DEVELOPMENT  
CONTRACT AND/OR DIRECTOR**

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RESOLUTION NO. 08-835

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

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:25AM.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Absent
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RESOLUTION NO. 08-836

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Jordan to adjourn out of Executive Session at 10:00AM.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Absent
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There being no further business the meeting adjourned.

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Glenn A. Evans

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Kristopher W. Jordan

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James D. Ward

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Letha George, Clerk to the Commissioners