

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 17, 2011**

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

Present:
Dennis Stapleton, President
Ken O'Brien, Vice President
Tommy Thompson, Commissioner

RESOLUTION NO. 11-263

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 14, 2011:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 14, 2011; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 11-264

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM WORK SESSION HELD MARCH 14, 2011:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in a work session on March 14, 2011; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that work session is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous work session.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-266

IN THE MATTER OF AMENDING, AS PRESENTED RESOLUTION 11-265, TO REFLECT THE FOLLOWING: APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0316, (MINUS THE PAYMENT TO DELAWARE COUNTY BANK AND TRUST FROM 10031307-5328 IN THE AMOUNT OF \$25.17):

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to amend, as presented Resolution 11-265, to reflect the following: approving purchase orders, then and now certificates, and payment of warrants in batch numbers CMAPR0316, (minus the payment to Delaware County Bank And Trust from 10031307-5328 in the amount of \$25.17).

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-265

IN THE MATTER OF APPROVING, AS AMENDED, PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0316, (MINUS THE PAYMENT TO DELAWARE COUNTY BANK AND TRUST FROM 10031307-5328 IN THE AMOUNT OF

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\$25.17):

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve As Amended, Purchase Orders, Then And Now Certificates, And Payment Of Warrants In Batch Numbers CMAPR0316, (Minus The Payment To Delaware County Bank And Trust From 10031307-5328 In The Amount Of \$25.17) and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Ohio Dept of Job Family Services	Unemployment Compensation	10011108-5370	\$11,000.00
Marion Industrial	Repair of Motor Alum Creek	66211904-5328	\$ 9,000.00
M Zimmerman	Manhole Base Installation	66211903-5328	\$ 750.00
M Zimmerman	Manhole Base Installation	66211904-5328	\$ 750.00

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line Number
R1103242	HERITAGE	PHARMA MEDICAL	10011303 - 5243	\$20,000.00	0001
	PHARMACY	SUPPLIES			
R1103340	MASTER	SERVICE SHALL	66211903 - 5328	\$5,400.00	0001
	LIGHTING	FURNISH AND INSTALL			
	SERVICE INC	NEW BATTERIES IN			
R1103349	SIMPLEX	FIRE PROTECTION	40111402 - 5410	\$8,750.00	0001
	GRINNELL LP	RECORDS REMODEL			
R1103352	HD SUPPLY	PIPE, VALVES ETC FOR	66611903 - 5410	\$11,944.07	0001
	WATERWORKS	WASTEWATER RETURN			
	LTD	PROJECT			
R1103354	ITT WATER	REPLACE WASH	66611903 - 5410	\$19,194.50	0001
	AND	WATER PUMPS AND			
	WASTEWATER	CONTROLS			

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-267

IN THE MATTER OF ACCEPTING THE L.E.A.P. FORWARD SUB GRANT AWARD FOR 2011 FOR THE SHERIFF’S OFFICE:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

Grant #	2010-DL-LEF-5821
Source:	Office of Criminal Justice Services
Grant Period:	February 1 2011 through December 31, 2012.
Grant Amount:	\$104,426.67
Local Match:	<u>\$ 34,808.89</u>
Total Grant Amount:	\$139,235.56

The match money will be paid by the Drug Task Force.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 11-268

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATIONAL KEY, APPROVING AN ADVANCE OF FUNDS, TRANSFER OF FUNDS, TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR SHERIFF’S OFFICE GRANTS:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

Establish New Org Key	28631332	
	LEAP Forward Grant, #2010	
Supplemental Appropriation		
28631311-5001	Leap Grant/Compensation	87.80
28631311-5102	Leap Grant/Workers Comp	0.87
28631311-5120	Leap Grant/PERS	12.30
28631311-5131	Leap Grant/Medicare	1.27
28631311-5301	Leap Grant/General Supplies	6,022.47
28631332-5260	LEAP Forward Grant, #2010/Inv Tools	10,477.60
28631332-5315	LEAP Forward Grant, #2010/Subscription	2,799.96

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28631332-5330	LEAP Forward Grant, #2010/Telephone	7,200.00
28631332-5365	LEAP Forward Grant, #2010/Grant Services	76,600.00
28631332-5450	LEAP Forward Grant, #2010/Machinery & Equip	42,158.00

Transfer of Appropriation

From	To	
24631330-5001	24631330-5101	
Justice & Mental Health/Compensation	Justice & Mental Health/Insurance	8,442.00
24631330-5001	24631330-5102	
Justice & Mental Health/Compensation	Justice & Mental Health/Workers Comp	232.00
24631330-5001	24631330-5120	
Justice & Mental Health/Compensation	Justice & Mental Health/PERS	3,248.00
24631330-5001	24631330-5131	
Justice & Mental Health/Compensation	Justice & Mental Health/Medicare	336.40
28631331-5001	28631331-5365	
Leap Prescription Grant/Compensation	Leap Prescription Grant/Grant Services	8,000.00

Advance of Funds

From	To	
10011102	24631330	50,000.00
Comm General	Re-Entry Task Force ARRA	
10011102	28631311	30,000.00
Comm General	Leap Grant	
10011102	28631332	65,000.00
Comm General	Leap Forward Grant	
10011102	28631331	8,000.00
Comm General	Leap Prescription Grant	

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NUMBER NO. 11-269 WAS NOT UTILIZED

RESOLUTION NO. 11-270

IN THE MATTER OF TABLING THE PROPOSED RESOLUTION APPROVING THE LEASE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, DELAWARE COUNTY, OHIO AND RRH, LTD FOR SUITE A, LOCATED ON 7177 NORTHGATE WAY, WESTERVILLE, OHIO, KNOWN AS NORTHGATE COMMERCIAL CENTER, BUILDING A, FOR GENOA TOWNSHIP EMERGENCY MEDICAL SERVICES TO MONDAY MARCH 21, 2011:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to table the proposed resolution approving the lease agreement between The Board Of County Commissioners, Delaware County, Ohio And RRH, LTD For Suite A, Located On 7177 Northgate Way, Westerville, Ohio, Known As Northgate Commercial Center, Building A, For Genoa Township Emergency Medical Services to Monday March 21, 2011.

(PROPOSED RESOLUTION NUMBER BEFORE TABLING WAS NO. 11-269)

TABLED PROPOSED RESOLUTION

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, DELAWARE COUNTY, OHIO AND RRH, LTD FOR SUITE A, LOCATED ON 7177 NORTHGATE WAY, WESTERVILLE, OHIO, KNOWN AS NORTHGATE COMMERCIAL CENTER, BUILDING A, FOR GENOA TOWNSHIP EMERGENCY MEDICAL SERVICES:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve the following:

The Director Emergency Medical Services recommends the lease for a Genoa Township Emergency Medical Services:

Therefore Be It Resolved, That The Commissioners approve the lease for a Genoa Township Emergency Medical Services:

LEASE AGREEMENT

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THIS LEASE AGREEMENT, dated March 17, 2011, is made and entered into by and between the **Board of County Commissioners, Delaware County, Ohio**, hereinafter referred to as "Lessee" and **RRH, LTD**, an Ohio LLC, hereinafter referred to as "Lessor":

WITNESSETH:

1. **LEASED PREMISES:** In consideration of the rents to be paid and the agreements hereinafter set forth, including compliance with any rules and regulations relating to the Leased Premises, as hereinafter defined, which have been or may be promulgated by Lessor and which are hereby made a part of this Lease, Lessor hereby leases to Lessee and Lessee leases from Lessor a certain suite known as Suite A with approximately 4000 square feet of leasable space within the building to be located on 7177 Northgate Way, Westerville, Ohio, known as Northgate Commercial Center, Building A (hereinafter referred to as the "Building"). Such Suite is depicted on the site plan attached hereto as Exhibit A (hereinafter referred to as the "Leased Premises"). The Building and the land upon which it is situated are hereinafter referred to as the "Project".

All the outside walls of the Leased Premises, any terraces or roofs adjacent to the Leased Premises, and any space in the Leased Premises used for shafts, stacks, pipes, conduits, ducts, electric or other utilities, sinks or other Building facilities, and the use thereof, as well as access thereto through the Leased Premises for the purposes of operation, maintenance, decoration and repair, are expressly reserved to Lessor. Lessor agrees that any entry into the Leased Premises for purposes of access shall be done in such a way as to minimize disturbance to Lessee.

2. **TERM:** Subject to and upon the conditions set forth below, the term of this Lease shall commence as of March 17, 2011, (the "Commencement Date") and shall terminate ten (10) years after the first day of the calendar month following the Commencement Date. Lessee shall have the right to extend the term of this Lease for two (2) additional terms of five (5) years, upon Lessee giving Lessor written notice of each such extension not less than ninety (90) days prior to the then current expiration date of the Lease and provided that at the time of such notice and on the date of such extension there shall be no event of default hereunder (or circumstance that with notice or lapse of time would result in an event of default hereunder). In the event Lessee does not exercise any extension option, all future extension options are null and void. Upon Lessee's exercise of an extension option, the terms and conditions of this Lease shall continue in full force and effect, except with regard to base rent, which the Parties agree to renegotiate in good faith prior to the commencement of any extension term. If Lessee remains in possession of the Leased Premises after the expiration of the term of this Lease, Lessee shall be deemed to be a tenant from month-to-month only, subject to all of the terms and provisions of this Lease, except that base rent shall be 150% of the base rent for the next preceding Lease Year, as hereinafter defined, until Lessor or Lessee shall have given to the other thirty (30) calendar days' notice of termination of such tenancy from month-to-month.

3. **INTERFERENCE:** At no time shall Lessor unreasonably interfere with or in any way disrupt the provision of Emergency Medical Services from the Leased Premises.

4. **RENT.** Lessee agrees to pay Lessor during the term of this Lease annual base rent as set forth below; provided that the annual base rent for each Lease Year, as hereinafter defined, shall be due and payable in twelve (12) equal installments for each Lease Year during the term of this Lease, as set forth below:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Installment</u>
1 – 10	\$48,000.00	\$4,000.00

For purposes of this Lease, the first "Lease Year" shall commence on the first day of the calendar month which immediately follows the date on which rent commences hereunder, or the first day of a month if rent commences hereunder on the first day of such month, and shall terminate on the last day of the preceding calendar month, one year hence (i.e., if a Lease Year commences on a June 1, it terminates on the following May 31). Each succeeding Lease Year will commence and terminate on corresponding days of successive years.

All rent required by this Lease shall be due and payable on the Commencement Date and thereafter on or before the first day of each and every calendar month, in advance, and shall be paid to Lessor at 2646 Reynoldsburg New Albany Road, Blacklick, OH 43004, or at such other place as Lessor may designate in writing from time to time.

If rent commences on any day other than the first day of a calendar month, Lessee agrees to pay rent for the month in which rent commences computed as if such month were included in the first Lease Year. Such rent payment shall be due and payable on the date rent commences and shall be prorated, based upon the number of days remaining in the subject month, commencing the day rent commences.

5. **SIGNS:** Lessee may place and maintain a sign on the exterior of the Leased Premises subject to compliance with Lessor's sign policy and all applicable governmental sign ordinances, and subject to the conditions of this Agreement, including but not limited to, the obligation to remove all such signs and to repair any damage caused by such signs or their removal. In the event that Lessee fails to remove such signs and/or repair such damage, Lessor may do so, at its option, and Lessee shall pay the cost thereof to Lessor on demand. Lessee shall be allowed a percentage of sign space on the Building as allowed by Genoa Township in an amount equal to Lessee's space divided by total building square footage rounded down to the largest

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whole number (4000 sq ft / 12,000 sq ft = 33% of allowable signage in front of the Building). Lessee is to be in compliance with Genoa Township signage codes at all times.

6. **USE:** Lessee warrants and represents to Lessor that Lessee shall use and occupy the Leased Premises solely for the provision of Emergency Medical Services within the areas served by Delaware County Emergency Medical Services.

7. **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. Lessor shall be responsible for the care and maintenance of the grounds, including but not limited to all grassed areas and parking areas, except that Lessee shall be responsible for snow and ice removal from the Leased Premises.

8. **UTILITIES, INSURANCE, TAXES, AND ASSESSMENTS:** Lessee shall pay for all separately metered utilities for the Leased Premises. Lessee agrees to pay for the installation of a sub-meter for water to the Leased Premises. Lessee shall pay its Prorata Share, as that term is hereinafter defined, for all of the following:

- (a) real estate taxes or assessments, if any, relating to its use and occupancy of the Leased Premises as they become due and payable;
- (b) insurance premiums;
- (c) servicing, maintenance, and repair costs; and
- (d) utilities that are not separately metered, provided that adjustments are made to avoid any tenant paying more than its fair share of the costs of such utilities.

"Prorata Share" as used in this Lease shall mean the percentage arrived at when the square footage of the Leased Premises is divided by the total leasable square feet in the Building. Notwithstanding this definition of "Prorata Share," the Lessee agrees to bear the cost of any increase to Lessor's insurance premiums based on Lessee's use of the Leased Premises to house vehicles and to provide sleeping quarters for Lessee's personnel.

From the date of commencement of the term of this Lease through the remainder of the calendar year in which such commencement occurs, Lessee shall pay to Lessor, as an estimate of additional rent, an amount equal to \$2.75 multiplied by the square feet contained in the Leased Premises, divided by 12, in equal monthly installments in advance, due with the base rent payments. Thereafter, thirty (30) days prior to the beginning of each calendar year during the term of this Lease, Lessor shall prepare for the next ensuing calendar year an estimate of the annual Operating Expenses for the Project (the "Budget"). Lessee shall and does hereby agree to pay to Lessor as additional rent Lessee's Prorata Share of such Budget on a monthly basis, payable one twelfth (1/12th) each month, in advance, at the same time as the base rent is due.

Following the end of each calendar year during the term of this Lease, Lessor shall provide Lessee with a statement showing, in reasonable detail, the actual Operating Expenses incurred and the calculation of the actual additional rent pertaining to the preceding calendar year. In the event said statement reveals an overpayment by Lessee of its Prorata Share of Operating Expenses, Lessor shall credit Lessee with an amount which represents Lessee's overpayment to Lessee's obligations for the payment of rental for the next calendar month and thereafter, if applicable. In the event such statement shows an underpayment by Lessee of its Prorata Share of Operating Expenses, Lessee shall pay to Lessor an amount equal to Lessee's underpayment within thirty (30) days after Lessor delivers such statement.

Lessee or its accountants shall have the right to inspect, at reasonable times and in a reasonable manner, during the thirty (30) day period following the delivery of Lessor's statement of the actual amount of additional rent, such of Lessor's books of account and records as pertain to and contain information concerning the Operating Expenses, in order to verify the amounts thereof. If Lessee shall dispute any item or items included in the determination of additional rent for a particular calendar year, and such dispute is not resolved by the parties hereto within thirty (30) days after the statement for such year is delivered to Lessee, then either party may, within thirty (30) days thereafter, request that a firm of independent certified public accountants selected by Lessor and Lessee render an opinion as to whether or not the disputed item or items may properly be included in the determination of additional rent for such year, and the opinion of such firm on the matter shall be conclusive and binding upon the parties hereto. The fees and expenses incurred in obtaining such an opinion shall be borne by the party adversely affected thereby, and if more than one item is disputed and the opinion adversely affects both parties, the fees and expenses shall be accordingly apportioned. If Lessee shall not dispute any item or items included in the determination of additional rent for a particular calendar year within thirty (30) days after the statement for such year is delivered to it, Lessee shall be deemed to have approved such statement.

9. **REPAIRS AND MAINTENANCE:**

(a) Lessor shall promptly provide all maintenance and repair of the Building and the Project, except Lessee shall be solely responsible for all equipment and facilities within and serving solely the Leased Premises, including but not limited to HVAC and plumbing systems. Lessee covenants and agrees to keep such equipment and facilities in good condition and repair. Any maintenance and repair of such systems shall be at the sole cost and expense of Lessee. To the extent Lessee fails to undertake the maintenance and repair of any such facilities and equipment, Lessee shall pay to Lessor all costs of such maintenance and repairs. Lessee agrees to promptly notify Lessor, or its agent, of any matters requiring maintenance or repair which come to Lessee's attention.

(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, 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.

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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 written 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 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, 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 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 be automatically abated due to any fire or other casualty that results in the Leased Premises being untenable.

16. **PROPERTY INSURANCE:** Lessor 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 authorized to engage in the business of general liability insurance in the State of Ohio.

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 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, except to the extent caused by Lessor's acts or omissions. Lessor agrees to indemnify and hold harmless Lessee, 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 Lessor, any person directly or indirectly employed thereby, or any person for whose acts any of them may be liable. Lessor further agrees to defend Lessee, 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 Lessor's negligent acts or omissions on or arising from 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

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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 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 stated herein. 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

21. **DEFAULT:** The following shall be deemed to be events of default 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) Either Party 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 the Party in default has not begun taking action to cure within forty-five (45) days after written notice;

(c) Either Party 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 said Party; or said Party shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or

Upon the occurrence of any event of default set forth in this Lease, either Party shall have the option to pursue any one or more remedies available under law, but Lessor shall not, through any action or inaction, disrupt the provision of Emergency Services from the Leased Premises for at least forty-five (45) days after notice of the default to Lessee, if said default shall remain uncured.

22. **WAIVER OF DEFAULT OR REMEDY:** Failure of either Party 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 each Party 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 21 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 either Party by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by either Party 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.

23. **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.

24. **EARLY TERMINATION:** Lessee, on one-hundred eighty (180) days written notice to Lessor, may terminate this Lease.

25. **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.

26. **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-

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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.

27. **SEVERABILITY; MEMORANDUM OF LEASE:** 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.

28. **NOTICE:** All payments required to be made by Lessee shall be payable to Lessor at the address set forth below, and 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:

LESSEE:
Board of County Commissioners
Delaware County, Ohio
101 North Sandusky Street
Delaware, OH 43015

LESSOR:
RRH, LTD., an Ohio LLC
2646 Reynoldsburg New Albany Rd.
Blacklick, OH 43004

29. **ADDITIONAL USE RESTRICTIONS:**

(a) Lessee shall not occupy or use, or suffer or permit the Leased Premises or any part thereof to be used in any manner or occupied for any purpose other than the purpose stated herein, or for any purpose contrary to law, or contrary to the rules and regulations of Lessor or of any public or quasi-public authority which are currently existing or promulgated hereafter or in such a manner as to increase the risk of fire or other casualty, increase the Lessor's cost of insurance or make it more difficult to obtain such insurance. Lessee shall use, occupy and maintain the Leased Premises in a careful, safe, lawful, clean, neat and proper manner, and shall not commit any waste or create any public nuisance upon the Leased Premises or in or around the Building or the Project. Upon termination of this Lease by lapse of time or otherwise, Lessee shall deliver up and surrender to Lessor physical possession of the Leased Premises in as good condition and repair as at the commencement of the term of this Lease, ordinary wear and tear and casualty loss excepted. On the occasion of the expiration of the Lease term by lapse of time, or in the event of any termination of said term due to a cancellation of this Lease, Lessee shall immediately deliver all keys to the Leased Premises to Lessor, or its agent. Lessee shall permit Lessor or its agents: with prior notice, to enter upon the Leased Premises during the last SIX (6) months of the term of this Lease, or at any time that this Lease is being terminated for any reason, for the purpose of exhibiting the Leased Premises to prospective tenants or purchasers.

(b) Attached hereto as Exhibit B are the presently existing Rules and Regulations for the Project. Lessee covenants and agrees to conform to such Rules and Regulations and to all additional rules and regulations as may be adopted by Lessor, from time to time for the safety, care, reputation and cleanliness of the Leased Premises, the Building and the Project, and for preservation of good order therein; provided such additional rules and regulations are not inconsistent with this Lease and do not unreasonably interfere with Lessee's use and occupancy of the Leased Premises. Any such additional rules and regulations shall be provided to Lessee in writing not less than thirty (30) days in advance of their effective date. In consideration of this covenant and agreement by Lessee, Lessor agrees to conform to and enforce all rules and regulations promulgated hereunder for the mutual benefit of all tenants and occupants of the Project.

(c) Lessee shall not cause or permit any "Hazardous Substance" (as hereinafter defined) to be used, stored, generated, or disposed of on or in the Leased Premises by Lessee without first obtaining Lessor's written consent. As used herein, "Hazardous Substance" means any substance that is toxic, infectious, ignitable, reactive, or corrosive, and that is regulated by any local government, the State of Ohio, or the United States Government. "Hazardous Substance" includes, without limitation, asbestos, PCP's, radioactive materials and waste, petroleum, and any materials or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local government law.

30. **LIMITATION OF LIABILITY:** In consideration of the benefits accruing hereunder, Lessee and all successors and assigns, covenant and agree that, in the event of any actual or alleged failure, breach or default hereunder by Lessor, the sole and exclusive remedy shall be against the Lessor's interest in the Project, including, without limitation, the right to receive the rents and profits from the Project. In the event of a sale or transfer of Lessor's interest in the Project, the "Lessor" named herein, or, in the case of a subsequent transfer, the transferor, shall, after the date of such transfer, be automatically released from all liability for the performance or observance of any term, condition, covenant or obligation required to be performed or observed by Lessor hereunder after the date of such transfer; and the transferee shall be deemed to have assumed all of such terms, conditions, covenants and obligations, it being intended hereby that such terms, conditions, covenants, and obligations shall be binding upon Lessor, its successors and assigns, only during and in respect of their successive periods of ownership

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during the term of this Lease. It is expressly understood by the parties hereto that any sale or transfer of Lessor's interest in the Project shall be subject to this Lease.

31. **MORTGAGE:** This Lease, shall, at all times, be subordinate and subject to the lien of any and all mortgages or other encumbrances now or hereafter placed on the Project, the Building, the Leased Premises, or any part thereof by Lessor without the necessity of any further instrument to effectuate such subordination; provided any mortgagee agrees not to disturb Lessee under this Lease so long as Lessee is not in default hereunder. Lessee hereby agrees to execute and deliver, upon reasonable demand, such further instruments evidencing such subordination as may be requested by Lessor or any mortgagee.

32. **SECURITY DEPOSIT:** Upon the execution and delivery hereof, Lessee shall deposit the sum of \$ 4,000.00 with Lessor as a security deposit (the "Deposit"). The Deposit shall be held by Lessor without the payment of interest thereon to Lessee. The Deposit may be commingled with Lessor's other funds. The Deposit shall be used by Lessor to satisfy defaults by Lessee hereunder. In the event Lessor shall apply the Deposit to satisfy Lessee's defaults hereunder, Lessee shall immediately pay to Lessor the amount necessary to cause such Deposit to at all times equal \$4,000.00. Upon completion of the term of this Lease and compliance by Lessee with all terms and conditions hereof, any portion of the Deposit remaining shall be repaid to Lessee. The Deposit shall not be used by Lessee to satisfy or offset any rent obligations of Lessee.

33. **ESTOPPEL CERTIFICATE:** Lessee agrees, at any time, and from time to time, upon not less than twenty (20) calendar days prior written notice by Lessor, to execute, acknowledge and deliver to Lessor a written statement as follows: (i) certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating such modifications); (ii) stating the dates to which the rent and any other charges hereunder have been paid by Lessee; (iii) stating whether or not to the best knowledge of Lessee, Lessor is in default in the performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which Lessee may have knowledge; and (iv) stating the address to which notices to Lessee should be sent. Any such statement delivered pursuant hereto may be relied upon by any owner of the Building or the Project, any mortgagee or prospective mortgagee of the Building or the Project or of Lessor's interest in either, or any prospective assignee of any such mortgagee.

34. **MISCELLANEOUS PROVISIONS:**

- (a) **Paragraph Headings.** The heading to each paragraph hereof is inserted only as a matter of convenience, and in no way defines, limits or otherwise describes the scope or intent of this Lease or any part hereof.
- (b) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Ohio. Any and all disputes shall be filed in and heard before the courts of Delaware County, Ohio.
- (c) **Late Fees.** A late fee of 5% of the monthly rent shall be charged if the rent is not received by the Lessor before the 5th of the month in which rent is due.
- (d) **Benefits.** Subject to the provisions set forth hereinbefore to the contrary, this Lease shall inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, administrators, successors and assigns.
- (e) **Findings for Recovery.** Lessor hereby certifies that it is not subject to any unresolved finding for recovery issued by the Ohio Auditor of State.
- (f) **Non-Discrimination.** Lessor certifies that it is, and shall for the life of this Lease Agreement remain, in full compliance with all applicable Federal, State, and Local laws, rules, regulations, and orders related to non-discrimination and equal opportunity employment.

35. **ENTIRE AGREEMENT AND LIMITATION OF WARRANTIES:** IT IS EXPRESSLY AGREED, 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.

EXHIBIT "A"
SITE PLAN FOR LEASED PREMISES

(Copy available in the Commissioners' Office EMS Department until no longer of administrative value).

EXHIBIT "B"

PROJECT RULES AND REGULATIONS

Lessee agrees that it, its agents, employees, patients, invitees and visitors will observe and comply with the following Project Rules and Regulations:

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1. Lessor agrees to furnish Lessee with One (1) set of Suite keys. No additional locks or bolts of any kind will be placed on doors or windows by Lessee nor will any changes be made in existing locks or mechanisms thereof without Lessor's permission. Lessee will, upon termination of its tenancy, return all keys to Lessor. If a lock is to be changed at Lessee's request, Lessee shall contact Lessor and Lessor shall make said change at Lessee's expense.

2. Lessee will refer all contractors, contractor's representatives and installation technicians rendering any service on or to the Leased Premises for Lessee, to Lessor for Lessor's approval before performance of any contractual service. This provision shall apply to allow work performed in the Building, including installation of telephone equipment, electrical devices, and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, and equipment of any physical portion of the Building.

3. No Lessee shall at any time occupy any part of the Building as sleeping or lodging quarters.

4. Lessee shall not place or use in or about the Leased Premises any explosives, gasoline, kerosene, oil, acids, caustics, or any inflammable, explosive, or hazardous material without the prior written consent of Lessor.

5. Lessor will not be responsible for lost or stolen personal property, equipment, money or jewelry from Lessee's areas or public restrooms regardless of whether such loss occurs when area is locked against entry or not, unless such loss or theft occurs as a proximate result of Lessor's negligence or intentional wrongful acts.

6. Lessee shall not contract with Lessor's employees to render services of any kind.

7. None of the entries, passages or doors, shall be blocked or obstructed, or any rubbish, litter, trash or material of any nature placed, emptied or thrown into these areas, or such areas be used at any time except for access or egress by Lessee, Lessee's agents, employees, or invitees.

8. No person shall disturb the occupants of the Building by the use of any musical instruments, the making of unseemly noise, the creation of any noxious odors, or any unreasonable use.

9. Nothing shall be thrown out of the windows of the Building.

10. No awnings or other projections shall be attached to the outside of the Building and no curtains, blinds, shades or screens will be used in connection with any window of the Leased Premises without the written consent of Lessor.

11. Canvassing, soliciting and peddling in the Building are prohibited and the Lessee shall reasonably cooperate to prevent the same.

It is the Lessor's desire to maintain the highest standard of dignity and good asset consistent with comfort and convenience for Building tenants. Any action or condition not meeting this high standard should be reported directly to the Lessor. The Lessor reserves the right to modify or alter these rules and regulations and to make such other and further reasonable rules and regulations as in its judgment may from time to time be needful, for the safety, care and cleanliness of the Project, and for the preservation of good order therein; provided that any such additional rules and regulations will not be inconsistent with this Lease and will not unreasonably interfere with Lessee's use and occupancy of the Leased Premises.

Vote On Motion Mr. Thompson Nay Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NUMBER NO. 11-269 WAS NOT UTILIZED

Commissioners' Committees Reports

Commissioner O'Brien

-MORPC Meeting; Renewed Contract For Chester Jordan; Census Result And Future Projections

-On Tuesday:

-- Attended The County Engineer's Township Meeting; Bike Traffic Signs, House Highway Funding Bill

--Attended And Participated In A DKMM Special Policy Issues Committee

-On Wednesday Attended The Township Association Meeting

Commissioner Thompson

-Received A Thank-You Note From Peggy Olson, Teacher Librarian At Scioto Ridge Elementary, For The School Copy Of "A Look Through Our Lens" The Bicentennial Book Sent From The Commissioners Last Year

-Attended A DKMM Meeting

Commissioner Stapleton

-Will Report On Monday

Administrator Hansley

-The County Has Received Fuel Questions/Concerns From Non General Fund Agencies

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RESOLUTION NO. 11-271

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; FOR PENDING OR IMMINENT LITIGATION AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES :

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:40AM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-272

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 11:27AM.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners