

COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 2002

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

Present: Donald Wuertz (Absent), Deborah Martin, James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 02-1290

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD AUGUST 26 AND 29, 2002:

It was moved by Mr. Ward, seconded by Mrs. Martin to dispense with the reading of the minutes and resolutions of the regular meetings held August 26 and 29, 2002 and to approve resolutions and minutes as submitted.

Vote on Motion Mr. Ward Aye Mr. Wuertz Absent Mrs. Martin Aye

RESOLUTION NO. 02-1291

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR109:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve payment of warrants in Batch numbers CMAPR109 and Purchase Orders and Vouchers as listed below:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Increases			
Symbiont	Cluster/Residential Treatment	22511608-534234215	\$ 34,000.00
Gateway	Wireless Contract	40211408	\$ 30,000.00
Vouchers			
The Quandel Group	Construction Management	40211406-5410	\$ 9,728.00
Dalmation Fire	Fire Protection/Hayes Bldg	40411412-541041002	\$ 7,357.00
Robertson Construction Services, Inc.	Sidewalks/Sunbury EMS	40111402-541041003	\$ 10,600.00
Del Co. Fam Serv Co of Gov	Help Me Grow Prof Services	22411601-530130102	\$ 8,078.43
Toddler Inn	Child Care	22411606-5348	\$ 9,617.70
LLC Grover and Mary Homes	Big Walnut Inter-change	29240402-5401	\$ 154,629.76

Vote on Motion Mr. Wuertz Absent Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 02-1292

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES FOR THE PROPERTY SITUATED AT 106 STOVER DRIVE IN THE CITY OF DELAWARE, DELAWARE COUNTY, OHIO:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following Agreement:

AGREEMENT

Whereas, the Delaware County Board of Developmental Disabilities (DCBDD), with offices at 1000 Alpha Drive, Delaware County, Ohio, is the county board created pursuant to Chapter 5126 of the Ohio Revised Code and charged with exercising the power and authority of such a board; and

Whereas, the Board of County Commissioners, Delaware County, Ohio (BCC), with offices at 101 North Sandusky Street, Delaware, Ohio, must own the buildings the DCBDD desires to acquire for the purpose of fulfilling the mission of a county board as set forth in Chapter 5126 of the Ohio Revised Code; and

Whereas, the BCC will acquire title to certain real property, commonly known as 106 Stover Road, Delaware, Ohio, from which DCBDD intends to carry out programs and other activities to fulfill its mission as set forth in Chapter 5126 of the Ohio Revised Code; and

Whereas, the DCBDD will provide the funds for the purchase, renovation and maintenance of that real property; and

**COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 2002**

Whereas, the DCBDD and the BCC wish to commit this real property to the mission of the DCBDD as defined in Chapter 5126 of the Ohio Revised Code,

In consideration of the mutual covenants made in this document, the BCC and the DCBDD agree as follows:

The BCC grants to the DCBDD, the right to use the premises legally described on Exhibit A, attached and incorporated by reference, commonly known as 106 Stover, Delaware, Ohio, subject to all legal highways, and zoning laws and ordinances, for the term of years beginning immediately upon the signing of this Agreement and ending December 31, 2007. The parties agree that effective January 1, 2008, this Agreement shall renew for successive terms of five (5) years unless DCBDD gives written notice to the BCC by December 1 of the fifth (5th) year of such successive term that the DCBDD does not wish to continue to operate under this Agreement.

Covenants of DCBDD

The DCBDD agrees as follows:

- (1) That the DCBDD will pay utility bills, maintenance, custodial and other operation costs and expenses that may be charged against the occupant of the premises during the term;
- (2) That the DCBDD will occupy the premises in a safe and proper manner and will keep all sewer connections free from obstructions;
- (3) That the DCBDD will not permit any waste;
- (4) That the DCBDD will not use the premises for any unlawful purpose or any purpose that will result in the loss of the real estate tax exemption; and that the DCBDD will obey all laws, regulations, and orders of all governmental authorities or agencies, respecting the premises;
- (5) That the DCBDD will not permit any person to use or consume alcoholic beverages on the premises. The DCBDD will also comply with all other policies applicable to the use of county property;
- (6) That the DCBDD will not assign this lease, nor sublet the premises to any person nor for any use that will result in the loss of the real estate tax exemption, without the written consent of the BCC;
- (7) That the DCBDD will use the premises for purposes that DCBDD determines are consistent and compatible with responsibilities under Chapter 5126 of the Ohio Revised Code;
- (8) That the DCBDD will make no structural alterations or additions in or to the premises without the written consent of the BCC, which shall not be unreasonably withheld; provided, however, that the DCBDD may make any interior alterations or nonstructural alterations or improvements to the premises at its own cost and without any action by the BCC;
- (9) That the DCBDD will permit the BCC, or agents of the BCC, to enter upon the premises, at all reasonable times, to examine the condition of the premises;
- (10) That the DCBDD will maintain the premises in good repair at its own cost;
- (11) That if the DCBDD gives the BCC written notice of its intent not to continue to operate under this Agreement as set forth above, the DCBDD will surrender and deliver up the premises, at the end of the term, in as good order and condition as the premises now are, reasonable use and natural wear and tear and damage by fire, or unavoidable casualty, excepted;
- (12) That any failure of the BCC to enforce rights or seek remedies upon any default of the DCBDD with respect to the obligations of the DCBDD shall not prejudice or affect the rights or remedies of the BCC in the event of any subsequent default of the DCBDD;
- (13) That DCBDD shall be responsible for insuring its own contents and for maintaining liability insurance for its program operations.

Covenants by BCC

The BCC agrees as follows:

- (1) That the DCBDD shall peaceably and quietly enjoy the premises, during the term, without any hindrance by the BCC or any persons lawfully claiming under the BCC;
- (2) That the BCC is the owner of the premises and has power to lease the premises and that the premises are free from all encumbrances (except restrictions of record, zoning restrictions);
- (3) If any buildings on the premises are destroyed or injured by fire, flood, windstorm or other

COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 2002

natural calamity or disaster, the BCC will restore them to the condition they are in at the beginning of the term as soon as practicable.

(4) That the BCC shall maintain and pay for fire and extended coverage insurance on any building on the premises as well as general liability insurance for the premises.

(5) That the BCC authorizes the Superintendent of the DCBDD to act as the agent of the owner for DCBDD-funded projects as defined in DCBDD covenant eight (8), above, for the purpose of signing zoning, planning, and building permit applications, contracts between the DCBDD and contractors, and other administrative functions related to the management and administration of such projects. As the agent of the BCC, the Superintendent of the DCBDD shall notify, in addition to any other notice permitted of required under this Agreement, the BCC when the DCBDD authorizes a project to make any interior alterations or nonstructural alterations or improvements to the premises.

Termination

If the DCBDD breaches any of its agreements, or vacates the premises during the term, makes an assignment for the benefit of creditors, or if the interest of the DCBDD in the premises are sold under legal process, or if the DCBDD becomes insolvent or bankrupt, this lease shall terminate. In case of any default, the BCC may relet the premises for the remainder of the term.

If the premises are sold or taken in appropriation proceedings or by any right of eminent domain, then the DCBDD shall receive all proceeds to be used for the purposes set forth in Chapter 5126 of the Ohio Revised Code.

Mutual covenants

Notices may be given to the BCC by certified mail to the County Administrator, 101 North Sandusky Street, Delaware, Ohio, and notices may be given to the DCBDD by certified mail to the Superintendent, 1000 Alpha Drive, Delaware, Ohio. Either party may, by notice to the other, change the address at which notice may be mailed.

The rights and remedies under this lease shall be cumulative and not exclusive of any other rights or remedies at law or in equity.

This lease and all its terms shall inure to the benefit of and be binding upon the heirs, legal representatives and assigns of the BCC, and the executors, administrators and assigns of the DCBDD, provided, however, that no assignment by the DCBDD in violation of the terms of this lease shall vest in the assigns any right or interest.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

RESOLUTION NO. 02-1293

IN THE MATTER OF THE DELAWARE COUNTY COMMISSIONERS CONCURRING WITH THE VILLAGE OF SHAWNEE HILLS ON THE SELECTION OF MCDANIELS CONSTRUCTION CORP. FOR STREET IMPROVEMENTS ASSOCIATED WITH SHAWNEE HILLS APPROVED FY 2001 CDBG FORMULA GRANT PROJECT:

It was moved by Mr. Ward, seconded by Mrs. Martin to concur with the following:

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, funding, in the amount of \$36,000 has been provided to Delaware County through the FY01 CDBG Formula Program, and funding in the amount of \$66,000 has been provided through the Delaware County Revolving Loan Fund by the Delaware County Board of Commissioners; and

WHEREAS, the project was bid out and bids were received on September 19, 2002; and

WHEREAS, the Village of Shawnee Hills has reviewed the bids received, and the bid submitted by McDaniel Construction Corp. in the amount of \$115,274.00 has been determined to be the lowest and best bid.

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 concurs with Village of Shawnee Hills in awarding the bid to McDaniel Construction Corp., to construct the Street Improvements as approved in the FY01 CDBG Formula Grant Program for Delaware County in the following locations:

- 1. Miami Dr. from E. Oneida Dr. to E. Scioto Dr.- no change

COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 2002

- 2. E. Mohawk Dr. from Shawnee Trail to Dublin Rd. – no change
- 3. E. Pawnee Dr. From Shawnee Trail to Dublin Rd. – no change
- 4. E. Cuyuga Dr. from Dublin Rd. East 800 ft. – no change
- 5. W. Cherokee Dr. from Dublin Rd. to Hillcrest Dr. – no change
- 6. W. Riverview Dr. 150 ft. east from W. Riverview only
- 7. Westview from Ridge Dr. to Beech Dr.
- 8. Hillcrest from Old Powell Rd. to Parkside Dr. and Hillcrest from Reindeer to Cherokee Dr.

Section 2. That the Delaware County Board of Commissioners agrees to provide up to an amount not to exceed \$102,000, consisting of \$36,000 from CDBG Formula Grant funds, and \$36,000 from Delaware County Revolving Loan Fund funds towards the construction of said Street Improvements; and the Village of Shawnee Hills agrees to provide additional funding in the amount of the \$13,274.00 in order to provide adequate funding to pay the total project cost in the amount of \$115, 274.00; and the Village of Shawnee Hills agrees to pay any additional costs of the project over and above the contract amount of \$115,274.00.

Section 3. That this resolution shall take effect and be in force immediately after its passage.

Vote on Motion Mr. Ward Aye Mr. Wuertz Absent Mrs. Martin Aye

RESOLUTION NO. 02-1294

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Greg Rittenhouse has accepted the position of Maintenance Mechanic II with the Maintenance Department; effective date October 21, 2002.

Richard Moyer has accepted the position of Custodian with the Maintenance Department; effective date October 21, 2002.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

RESOLUTION NO. 02-1295

IN THE MATTER OF RE-APPOINTING TOM JONES AS CHAIRMAN AND BOB TANNER AS A BOARD MEMBER TO THE DELAWARE BOARD OF COUNTY COMMISSIONERS’ REPRESENTATIVE TO THE DELAWARE COUNTY TRANSIT BOARD:

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall re-appoint Tom Jones as Chairman and Bob Tanner as a board member to the Delaware County Transit Board for a three year term that beginning October 24, 2002, and ending October 21, 2005, and

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, shall appoint Tom Jones and Bob Tanner to the Delaware County Transit Board for a three-year term.

Vote on Motion Mr. Ward Aye Mr. Wuertz Absent Mrs. Martin Aye

There being no further business the meeting adjourned.

COMMISSIONERS JOURNAL NO. 43 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 10, 2002

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners