

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 21, 2003

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

Present: Kristopher W. Jordan, Deborah B. Martin, James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 03-1061

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 18, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the resolutions and records of the proceedings from regular meeting held August 18, 2003 as contained in the county's official electronic recordings of the proceedings.

Vote on Motion Mrs. Martin Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 03-1062

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0820:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve payment of warrants in Batch numbers CMAPR0820 and Purchase Orders and Vouchers as listed below:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Watson Furniture Systems	Reconfiguration New Positions	21411306-5450	\$ 59,622.00
Increases			
LaPetite Summitview	Child Care	22411606-5348	\$ 3,000.00
King Malley	Public Defender	10011202-5301	\$ 10,000.00
Symbiont NFP	Cluster Wrap	22511608-5342	\$ 10,000.00
Vouchers			
Council for Older Adults	Purchase Service Title	22411606-5348	\$ 14,916.75
Todays Learning Child	Child Care	22411606-5348	\$ 7,651.00
Bd. Of Dev. Disabilities	Board & Care	22411501-5350	\$ 8,750.00
Mansfield Truck Sales & Services	Repair of Engineers Truck	60111901-537037030	\$ 13,138.28
Emeritech, Inc.	SO and 9-1-1 Interface	21411306-5450	\$ 6,000.00
RCC Consultants Inc.	System Design & Procurement	40211408-5301	\$ 23,278.50
Ben Bro Enterprises Inc.	Bldg & Land Rental	10011105-533533502	\$ 14,625.00
Tyevco	Ashley Villa/Rental Rehab	23111711-5365	\$ 15,100.67
Child Care Unlimited	Child Care	22411606-5348	\$ 6,871.00

Vote on Motion Mr. Jordan Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 03-1063

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE AGREEMENT BETWEEN GREGORY W. SHAW AND CATHERINE E. SHAW AND THE DELAWARE COUNTY COMMISSIONERS:

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

CONTRACT OF SALE AND PURCHASE

This AGREEMENT, entered into on the below date by and between Gregory W. Shaw and Catherine E. Shaw, Husband and Wife hereinafter (if more than one, collectively) called the OWNER (and, if applicable, the undersigned spouse(s) of the seller(s), which spouse(s) hereby agree(s) to relinquish and release to the purchaser herein all right, interest and expectancy of dower in the hereinafter described real property); and the Board of County Commissioners of Delaware County, hereinafter called the PURCHASER.

WITNESSETH: In consideration of the mutual promises, agreements and covenants herein contained:

1. Purchaser promises and agrees to pay to said Owner the total sum of One Hundred Thirty Thousand and 00/100 Dollars (\$ 130,000.00) which total sum to be paid the owner pursuant to this contract shall constitute the entire compensation for:

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- (A) The real property to be conveyed, including all fixtures;
- (B) For damages to any residual lands of the owner;
- (C) For owner's covenants herein;
- (D) Owner to retain some items in home and Barn- (3 ceiling fans, bi-fold door, beam from bam, two trees.
- (E) And for any supplemental instruments necessary for transfer of title.

It is understood and agreed that the Owner is responsible for all delinquent taxes and assessments, including penalties and interest; and all other real estate taxes and assessments which are a lien on the closing date. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is the earlier date. Owner is also responsible for all future installments of special assessments levied and assessed against said real property, whether these special assessments have or have not been certified to the county auditor for collection provided those installments are a lien on said real property at the date of transfer. The Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after such taxes, assessments, etc. are discharged, shall be refunded to the Owner and any deficiency shall be the responsibility of the Owner.

2. Owner agrees to sell and convey, upon the fulfillment of all the obligations and terms of this AGREEMENT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the real property in fee simple, or if otherwise specified, the rights or estate in the real property, as described in Exhibit A, attached hereto which is incorporated herein and made a part hereof as if fully rewritten herein, together with all the appurtenances and hereditaments thereunto belonging and with all buildings and improvements now located thereon and all fixtures of every nature now attached to or used with said land, buildings, and improvements including, but not limited to, all heating, hot water, air conditioning, plumbing, and attached electrical fixtures with bulbs or tubes, window shades, Venetian blinds, curtain and traverse rods, awnings, storm and screen sashes and doors and shrubbery and trees.

3. Owner further agrees to release to said Purchaser, its successors and assigns, any and all abutters rights, including access rights, appurtenance to any remaining lands of the owner of which the above described real property now forms a part, in, over, from and to the real property described in Exhibit A hereof. (this paragraph applies to limited access parcels only.)

4. Owner further agrees to execute supplemental instruments necessary for the construction and maintenance of said highway project, over, across, and upon the real property described in Exhibit A.

5. Owner further agrees to convey said real property as herein set forth, with release of dower, warranting the same free and clear from all liens and encumbrances whatsoever, except zoning restrictions and public utility easements of record.

6. Owner further agrees to assist wherever possible to procure, record and deliver to the Purchaser releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying said premises, and all assessment claims against said real property.

7. Owner also agrees that he will not change the existing character of the land, or alter, remove, destroy or change any structure or structures located on the above described property. In the event any damage, change, alteration or destruction occurs to said real property or the structure or structures thereon, resulting from any cause whatsoever, prior to the date possession is surrendered to the Purchaser, the Owner agrees to restore it to the condition it was in at the time of the execution of this agreement by the Owner, or to accept the purchase price consideration, hereinabove stated, less the cost of such restoration. In case the Owner refuses to restore it to the condition it was in at the time of the execution of this Agreement by the Owner, or to accept the money consideration less the cost of such restoration as hereinabove stated, the Purchaser may, at its option after discovery or notification of such destruction, removal or injury, terminate this agreement by written notice to said Owner.

8. Prior to acceptance by the Purchaser, the execution of this Agreement by the Owner shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this Agreement by the Purchaser within said period, it shall constitute a valid and binding Agreement of Sale and Purchase.

9. Owner agrees that the Purchaser may designate an escrow agent who shall act in behalf of both parties in connection with the consummation and closing of this Agreement which shall be made at a time and place agreed upon between the parties, but no later than ten days after notification of the Owner by the Purchaser that Purchaser is ready to close.

10. Physical possession of Owner-occupied structures or the Owner-occupied portion of said structure, as herein described shall be surrendered to the Purchaser within thirty (30) days after payment is tendered. Physical possession may be surrendered earlier when agreed to by both parties in writing. Said Owner agrees that the Purchaser may withhold in escrow from the purchase price the sum of na Dollars

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(\$ na) to ensure that the property will be vacated on or before the thirty (30) days mentioned above and be surrendered to the Purchaser in the condition as the time of the execution of this Agreement, whereupon said \$ na shall be immediately paid to the Owner. If property is still occupied thirty (30) days after payment is tendered a rental agreement will be entered into whereupon said \$ na shall immediately be paid to said Owner. In the event Owner fails to enter into a rental agreement on or before said thirty (30) days, Purchaser may retain all or part of said escrowed monies to cover a reasonable rental for said holdover period as well as an amount to cover taxes, assessments, and any costs of restoration necessary to put the property in the same condition as it was at the time of execution of this Agreement.

11. Physical possession of vacant land and vacant structures shall be surrendered no later than the date payment is tendered. Control of tenant occupied property shall be assumed by the purchaser on the date payment is tendered and Purchaser will collect all rents thereafter. Any prepaid rent shall be prorated to the date payment is tendered.

12. This contract shall be binding upon Owner and Owner's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the Purchaser, its successors and assigns.

**Exhibit A
Parcel 29 WD
Del-CR 108-Tussic Street Road
In The Name Of The Board Of County Commissioners Of Delaware County
Description Of A 1.25-Acre Tract**

Situated In The Township Of Genoa, County Of Delaware, State Of Ohio, Being Part Of Farm Lot 1, Section 2, Township 3, Range 17, U.S. Military Lands And Being More Particularly Described As Follows:

Commencing At The A Round Head Bolt Found In The Centerline Of Tussic Road (County Road 108) On The North Line Of Farm Lot 1;

Thence South 19° 25' 25" East, Along The Centerline Of Tussic Road, A Distance Of 446.21 Feet To A Mine Spike Set, Said Mine Spike Also Marking The TRUE PLACE OF BEGINNING Of The Tract Herein To Be Described:

Thence Continuing Along The Centerline Of Tussic Road, South 19° 25' 25" East A Distance Of 89.42 Feet To A Mine Spike Found;

Thence North 89° 26' West Along The North Line Of A 17.0 Acre Tract Owned By Roy Roberts, As Described In Deed Book 246, Page 636 (Passing An Angle Iron Found At 22.35 Feet) A Total Distance Of 370.56 Feet To A 7/8" O.D. Iron Pipe Set;

Thence North 00° 34' East A Distance Of 150.00 Feet To A 7/8" O.D. Iron Pipe Set

Thence South 89° 26' East (Passing a 7/8" O.D. Iron Pipe Set At 309.20 Feet) A Total Distance Of 341.12 Feet To The True Place Of Beginning;

Containing 1.25 Acres, More Or Less,

Being Part Of A 7.23 Acre Tract As Described In Deed Book 416 Page 649, Delaware County Recorder's Office.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Aye

RESOLUTION NO. 03-1064

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Isaac Callison has accepted the Building Inspector position with Code Compliance; effective date September 2, 2003.

Jena Kitchen has accepted the SSW III- Intake position with the Department of Job and Family Services; effective date September 8, 2003.

Vote on Motion Mrs. Martin Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 03-1065

IN THE MATTER OF ADOPTING RESOLUTION DECLARING THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY OF DONAL C. HOLLENBACK,

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**TRUSTEE, AND SALLY M. HOLLENBACK, TRUSTEE FOR EXPANDING THE PERRY-TAGGART
SANITARY SEWER PROJECT, LIBERTY TOWNSHIP, DELAWARE, COUNTY, OHIO:**

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

WHEREAS, the Board of Commissioners deems it necessary to construct an extension of the county sanitary sewer in Liberty Township, County of Delaware, and

WHEREAS, the Board of Commissioners have determined the necessity for such expansion, and

WHEREAS, it is necessary that additional land is needed for expansion of the sanitary sewer,

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

SECTION 1: That it is deemed necessary and it is hereby declared to be the intention of the Board to appropriate a perpetual easement and right of way for sanitary sewer purposes across and/or under certain real property owned by Donal C. Hollenback, Trustee, and Sally M. Hollenback, Trustee, and described in Exhibit "A" attached hereto, and incorporated herein for the purpose of such expansion in Liberty Township;

SECTION 2: That a legal description of said perpetual easement is attached hereto as Exhibit "B" and incorporated herein;

SECTION 3: That the County Administrator be and is hereby authorized to cause written notice of the passage of this Resolution to be given to the owner and any other persons having an interest of record in the above described property or to their authorized agents. Such notices shall be served and return made in the manner provided for the service and return of summons in civil actions. If such owner, persons or agents cannot be found, notice shall be given by publication once each week for three consecutive weeks in the Delaware Gazette;

SECTION 4: That this Resolution shall take force and be in effect immediately upon passage.

(Copies of exhibits A and B are available in the Delaware County Sanitary Engineer's Department).

Vote on Motion Mr. Jordan Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION 03-1066

**IN THE MATTER OF ADOPTING RESOLUTION DECLARING THE INTENT OF THE DELAWARE
COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY OF PATRICIA GEHRKENS
FOR EXPANDING THE PERRY-TAGGART SANITARY SEWER PROJECT, LIBERTY TOWNSHIP,
DELAWARE, COUNTY, OHIO:**

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

WHEREAS, the Board of Commissioners deems it necessary to construct an extension of the county sanitary sewer in Liberty Township, County of Delaware, and

WHEREAS, the Board of Commissioners have determined the necessity for such expansion, and

WHEREAS, it is necessary that additional land is needed for expansion of the sanitary sewer,

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

Section 1: that it is deemed necessary and it is hereby declared to be the intention of the board to appropriate a perpetual easement and right of way for sanitary sewer purposes across and/or under certain real property owned by Patricia Gehrrens, and described in exhibit "A" attached hereto, and incorporated herein for the purpose of such expansion in Liberty Township;

SECTION 2: That a legal description of said perpetual easement is attached hereto as Exhibit "B" and incorporated herein;

SECTION 3: That the County Administrator be and is hereby authorized to cause written notice of the passage of this Resolution to be given to the owner and any other persons having an interest of record in the above described property or to their authorized agents. Such notices shall be served and return made in the manner provided for the service and return of summons in civil actions. If such owner, persons or agents cannot be found, notice shall be given by publication once each week for three consecutive weeks in the Delaware Gazette;

SECTION 4: That this Resolution shall take force and be in effect immediately upon passage.

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(Copies of exhibits A and B are available in the Delaware County Sanitary Engineer’s Department).

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Aye

Jason George-Discussion On Children’s Hospital

RESOLUTION NO. 03-1067

SETTING DATE AND TIME FOR A PUBLIC HEARING IN CONNECTION WITH THE ISSUANCE OF HOSPITAL FACILITIES REVENUE BONDS (THE CHILDREN’S HOSPITAL PROJECT):

It was moved by Mr. Ward, seconded by Mr. Jordan to set **September 8, 2003 at 9:45am** for a Public Hearing In Connection With The Issuance Of Hospital Facilities Revenue Bonds (The Children's Hospital Project).

Vote on Motion Mrs. Martin Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 03-1068

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF LAND ACQUISITION:

It was moved by Mrs. Martin, seconded by Mr. Jordan to adjourn into Executive Session at 10:00AM.

Vote on Motion Mrs. Martin Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 03-1069

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mrs. Martin to adjourn out of Executive Session at 10:15AM.

Vote on Motion Mr. Jordan Aye Mrs. Martin Aye Mr. Ward Aye

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners