

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 1, 2006**

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 06-703

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 30, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held May 30, 2006 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 06-704

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0531:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR05631, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Longworth Lawncare LLC	Lawncare /140 N. Sandusky St.	10011105-5325	\$ 6,000.00
Securetech Systems Inc.	Main Control Panel/Wave Equipment	40111402-5410	\$ 11,925.00
Increases			
Westerville Explorer/YWCA	Day Care	22411610-5348	\$ 3,500.00
J.G. Contracting	Towers Milestone Payment	41111421-5410	\$ 17,670.00
Vouchers			
Boys Village	Residential Treatment	22511607-5342	\$ 55,637.45
Imagistics	Copier	10011108-5450	\$ 1,071.48
Imagistics	Copier	60111901-5450	\$ 2,762.26
Imagistics	Copier	60211902-5450	\$ 2,762.26
URS Corporation	Tunnel Consulting/Perry Taggart	65511918-5301	\$ 10,215.51
Medtronic Physio Control	Annual Maintenance Agreement	10011303-5325	\$ 9,937.96
Trucco Construction	Perry Taggart	65511918-5415	\$ 336,800.31
Memo Transfer			
To:	From:		
Board of MRDD	Commissioners	County Home Closing	\$ 22,500.00
29519000-4539	10011501-5350		

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

RESOLUTION NO. 06-705

IN THE MATTER OF ACCEPTING AND AWARDED THE BID AND APPROVING THE CONTRACT WITH CASE CONSTRUCTION & DEMOLITION FOR THE PROJECT KNOWN AS SACKETT #328:

It was moved by Mr. Evans, seconded by Mr. Jordan to accept the following Bid and approving the following contract:

Sackett Ditch #328 Bid Opening of May 22, 2005

As the result of the above referenced bid opening, The Engineer recommends that a bid be awarded to Case Construction & Demolition, the only bidder below our construction estimate. The only other bidder was \$10,000 over our estimate.

CONTRACT

AGREEMENT, made and entered into this 1st day of June, 2006 by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **CASE CONSTRUCTION & DEMOLITION**, hereinafter designated as **SECOND PARTY**.

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WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **TWENTY-TWO THOUSAND NINE HUNDRED SIXTY-THREE DOLLARS** (\$22,963.00), based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **SACKETT #328**, in accordance with plans, **drawings**, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer and Delaware Soil and Water Conservation District**. Work is to be completed on or before **June 9, 2006**.

THE SECOND PARTY hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

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

RESOLUTION NO. 06-706

IN THE MATTER OF APPROVING A PRE-ANNEXATION AGREEMENT WITH THE CITY OF DELAWARE FOR THE NEW COUNCIL FOR OLDER ADULTS SENIOR SERVICES AND FACILITIES PROPERTY:

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

AGREEMENT

This Agreement is made this 1st day of June, 2006 by and between the Commissioners of Delaware County ("County" hereafter), and the City of Delaware, Ohio, (hereinafter referred to as the "City").

Whereas, the County owns the following acreage that comprises the Property:

Whereas, the County is the current fee simple holders of **Approximately 13.24 Acres of Ground in Liberty Township, Delaware County, Ohio, Tax Parcel 41941004002000, with any and all improvement.** and more specifically described in Exhibit "A" attached hereto (collectively, the "Property");

Whereas, upon the execution of this agreement the County will immediately file a Petition to Annex the Property (the "Annexation"), and immediately file a combined preliminary and final development plan for the property. The County has filed a concept plan review and a re-zoning application on January 6, 2005 to re-zone the property under Chapter 1130 of the Delaware City Zoning Code;

Whereas, the parties agree that it is in their mutual interest during the pendency of the annexation process to enter into this Agreement for the purpose of identifying and preliminarily resolving certain issues with regard to the Annexation and the planning and development of the Property for the mutual benefit of the County and the City;

Whereas, the City desires to induce the County to pursue the Annexation by entering into this Agreement;

Now therefore, in consideration of the covenants and agreements contained herein, the County and the City covenant and agree as follows:

1. **Purpose:** The purpose of this Agreement is to address issues in the form of a pre-annexation agreement regarding the preliminary planning and development of the Property, which is to be owned by the County and to be used for the benefit of the Council for Older Adults for senior services and facilities. It is intended by this Agreement to identify specific issues that require resolution prior to Annexation and prior to the submission of a final development plan for the Property, and particularly, the development of a planned office/institutional development on the Property including related site development and infrastructure improvements.

It is anticipated that the best utilization of the Property from the City's perspective will add significant value to the residents of the City of Delaware. The County, as a part of this Agreement, agrees to construct, and the Council of Older Adults will operate the facility, a state-of-the-art Senior Services Facility for the benefit of older adults throughout Delaware County.

As a part of the Annexation, and in consideration of the City's process for annexed land, the County has requested certain contributions to the roadway infrastructure on Cheshire Road and the planned Glenn Road Extension, as defined and further provided in other sections of this agreement.

2. **Petition for Annexation: Annexation:** The County agrees to continue their request for

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Annexation of the Property to the City. City intends to accept the Annexation of the Property and shall provide all reasonable assistance requested by the County in pursuing the Annexation. In the event of a legal challenge to the Delaware County Commissioners' approval of the Annexation, or appeal of the Commissioners' disapproval of the Annexation, the City shall, to the extent legally permissible, join all legal proceedings as a party in coordination with the County and their counsel.

3. Comprehensive Plan: Provided that the Property is within the defined and/or designated areas of the City's Master or Comprehensive Plan, as currently existing or hereafter amended, the County will comply with such Plan, unless with approval of the City a deviation from such plan is authorized and approved, or otherwise contemplated hereby.
4. Compliance Statement: Nothing in this Agreement shall abrogate the parties hereto from the zoning and development plan process before the Planning Commission, Board of Zoning Appeals, if necessary, and before the City Council of the City.

The execution of this Agreement shall not serve as a variance of the Zoning and Development Plan Process mandated by the Codified Ordinances of the City but will serve as a preliminary understanding and guide for the potential zoning and development of the Property.

5. Development Standards: County will comply with all development standards for the development and zoning of the Property pursuant to the applicable category or categories of zoning under the Zoning Code of the City of Delaware. The general use of the property is intended for a planned office and institutional use for the Council for Older Adults, a public/semi-public agency of the County.
6. Subdivision and Planned Zoning Requirements: The County intends to submit and participate in a development plan for the Property. The City agrees to waive all permit, zoning, and inspection fees (including all engineering related inspection and review fees). The City agrees to expedite the zoning and review processes wherever possible.
7. Landscaping and Screening Regulations: The County will comply with a landscaping and screening plan set forth on the Preliminary and Final Development Plan of the Property.
8. Tree Preservation/Replacement: The County will comply with the City's tree replacement Codes and policies.
9. Site Improvements: The Property improvements, as generally reconfigured and redesigned as depicted on the attached "Exhibit B" (site plan), and will continue to be used as depicted with related amenities.
10. Extension of the City Services and Utilities: The City agrees to provide or otherwise make available city services and utility capacity to the County for development of the Property pending City Council approval. The following services and utilities will be made available by the City, subject to the terms hereof:
 - a. Fire and EMS Services: Fire Services will be provided by the City upon annexation. EMS Services will be provided by the City/County upon annexation. The City agrees to provide a fire hydrant on the northern boundary (Cheshire Road) side of the property, and if possible, on the northern side of the Vista Ridge Drive extension. Said fire hydrant will be installed during the construction of the Vista Ridge Drive extension.
 - b. Police Services: City will provide police services to the Property upon Annexation.
 - c. Road Access and Road Construction. All roads, shall be Constructed by the City as referenced in "Exhibit B" as attached hereto. Said construction may be performed concurrent with the Glenn Road Extension project and shall include the following:
 - i. Cheshire Road shall be widened by the City as planned to create a third lane heading westward to accommodate a westbound left turn lane into the site entrance.
 - ii. The City will construct an extension of Vista Ridge Drive Eastward to connect to Glenn Road. The Vista Ridge Dr. / Glenn Rd. intersection shall be a right-in-right-out (RIRO) only intersection and shall not include a traffic signal. The County/COA will construct and provide a driveway

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connecting the parking lot of the subject property to the Vista Ridge Drive extension. In the event that the public extension of Vista Ridge is not executed in the time frame necessary for connection from the COA driveway, the City will allow the COA to construct a temporary connection to Glenn Road for the purposes of accessing the COA parking area.

- iii. The City will construct a “hammer head” turnaround for Indigo Blue Street on the western border of the property as depicted on Exhibit B. The County will dedicate the necessary Right-Of-Way and Construction Easements for said “hammer head.”
- iv. The City will construct the Glenn Road Extension discussed in Section 14 of this Agreement, said construction to occur concurrent with the widening of Cheshire Road as discussed in section 15 of this Agreement.

- d. Water: The City will waive all tap, capacity, and ERU fees for the County, and permit the County to tap City water lines.

The City will make available water (but not extend necessary lines) onto the County’s property in such quantities and pressure in accordance with City standards to serve the Property’s need for fire protection; upon Annexation and at full development under the terms of this Agreement and pursuant to the conditions and/or obligation hereinafter set forth.

- e. Sanitary Sewer: The City will extend an 8 inch private lateral connection from the City trunk sewer line to the eastern edge of the property along Glenn Road. The City will waive sewer tap, capacity, and ERU fees and permit the County to connect at said sewer service.

The County/COA shall be required to design an eight inch (8”) sanitary sewer line from the proposed Southeast Highland interceptor east of the proposed Glenn Rd., and along the south side of Cheshire Road to the west property line of the COA site. The City will be responsible for the construction of the sewer line, however within 45 days of the sewer project being substantially complete, the County shall remit a check in the amount of \$50,500, said amount representing half the project costs.

- f. Storm Sewer: City will make available any existing storm water sewer plans for the Property. County will install any storm water sewer and retention systems capable of satisfactorily managing the storm water flows of the Property according to best management practices as approved by the City. The retention systems that are not completely private shall be maintained aesthetically by the property owner and structurally & hydraulically by the City of Delaware.

- g. Refuse Service: Refuse services will be provided by the City

11. Cost of Public Services and Utilities:

- a. Development Impact Fees Assessment: Development Impact Fees for the use of the property as a planned office/institutional use will be due and payable to the City of Delaware. The County agrees to pay fire and police impact fees, which are based upon the facility size and are estimated at approximately \$42,108 for the proposed 66,000SF building).
- b. Transportation Study: The subject area has been extensively studied for other development projects. County will not be required to conduct a traffic study as a part of the zoning and/or annexation process.
- c. Green Space: County will provide the required amounts of acreage for green space and/ or wetlands through the development review process.
- d. Road Construction: The City will provide all public roads addressed under this Agreement. It is understood the County will be responsible for constructing parking lots and driveways as depicted on Exhibit B, and limited to the boundaries of the subject property.

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- e. Water: The City will waive all tap, capacity, and ERU fees and required construction assessment fees in connection with water service to the Property.
 - f. Sanitary Sewer: The City will waive all tap, capacity, and ERU fees and required construction assessment fees in connection with sanitary sewer service to the Property.
 - g. Storm Sewer: The County will tie their storm sewer into the existing storm drainage system adjoining the property.
12. Proposed Plan: County and the City agree generally to offer the following (attached as "Exhibit B") as the proposed preliminary plan of development. "Exhibit B" is the Owner's current view of how the Property could ultimately develop, which is incorporated into this Agreement by reference. The parties agree that this illustration is one estimate of how the property could be developed. The development plan review process will determine how the property is to be developed.

The City agrees to provide for an expedited process for the review and approval of annexation, zoning, and all other routine matters requiring review and approval.

13. Sanitary Sewer Service Agreements: The City covenants and agrees to work diligently and in good faith with the County to cause sanitary sewer service to be available to the Property for timely and orderly development of the Property. The City acknowledges that the timely provision of sanitary sewer service to the Project is a material inducement to the County in agreeing to annex the Property to the City.

The City covenants and agrees that sanitary sewer service will be available to the Property under the same terms and conditions that it is available to other properties in the City.

14. Glenn Road Extension: The City and the County acknowledge that the so-called Glenn Road Extension (the "Glenn Road Extension") is necessary along the eastern boundary of the Property. The parties covenant and agree as follows with respect to the Glenn Road Extension:

- a. General Location: The Glenn Road Extension shall generally be located south of Cheshire Road along the easternmost boundary of the Property, as depicted on the plan attached hereto as "Exhibit B".

It is understood that the City will grant to the County, the unused portion (approximately 1.59 acres) of the Starr property, if and when acquired; said property consisting of an approximately 60 foot wide strip of land that runs along the entire eastern boundary of the property line. Both parties acknowledge that final engineering of said extension may reduce or enlarge said unused portion of land.

- b. No Requirement to Build: The County shall not be required to build any portion of the Glenn Road Extension including the approach from Glenn Rd. west to the proposed future property line shown on Exhibit B.
- c. Tree Replacement/Preservation: As further provided in Section 8 hereof, the County will not be required to comply with the tree replacement and preservation policies of the City in connection with trees lost due to the construction of such Glenn Road Extension.

15. Cheshire Road Widening and Roundabout: The parties agree that Cheshire Road will be widened and the Right-Of-Way dedicated to the City concurrently to the Glenn Road Extension to provide a third lane for turning into the subject property for the west-bound lane of Cheshire Road. The parties agree that the entrance of the subject property shall be approximately 140 feet east of the west property line.

Additionally, the County agrees to grant right-of-way equal to 50 feet from the centerline of existing Cheshire Road, along the northern boundary of the County's property, to the city for the purpose of widening Cheshire Road. Further, as depicted on Exhibit B hereto, the County agrees to grant a right of way, a triangular piece of ground in order for the City to construct a roundabout intersection for the Glenn Road and Cheshire Road intersection as depicted on Exhibit B. Said triangular portion of ground will be no larger than necessary to accommodate the engineering specification for said roundabout intersection and any gateway enhancements/treatments as contemplated in the City's Gateway and Corridor Plan. Also an

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additional 40 ft easement for the proposed future bikeway, utilities, and construction will be required.

- 16. Vista Ridge Drive and Indigo Blue Street Extensions: The County agrees to grant 50 ft. of right-of-way, and related ground for the extension of Vista Ridge Drive as depicted on "Exhibit B". Similarly, the County will grant to the City an approximate 40 foot by 100 foot piece of ground on its western border for the construction of a turnaround for Indigo Blue Street as depicted on "Exhibit B".

The portion of ground that lies on the southwestern corner of Vista Ridge Drive (see Exhibit B) will be granted to the City.

- 17. Council Action: The obligations of and agreements by the City contained herein shall be effective and enforceable upon the approval of all necessary legislation and/or motions by the City Council. It is acknowledged that the initial legislation approving this Agreement is merely the first in a series of legislative acts implementing this Agreement. All subsequent Council actions implementing this Agreement shall be considered to be in furtherance of this Council Action.
- 18. Assignment of Agreement: The County shall not assign this Agreement, or any part thereof or any right or privilege granted under this Agreement without the express written consent of the City, which shall not unreasonably be withheld.
- 19. Notices: Any notices necessary under the terms of this Agreement, unless the notice is and has been given to the legal counsel for either party or their designated agent, shall be given in written fashion at the addresses for each party hereto.
- 20. Designation of Legal Counsel or Agent for the Parties: Legal Counsel for County shall be Leah Sellers, 140 N. Sandusky St., Delaware, Ohio 43015 and W. Mark Adams, Attorney at Law, 21 Middle Street, Galena, Ohio 43021. Legal Counsel for the City shall be Daniel B. Bennington, City Attorney, 1 South Sandusky Street, Delaware, Ohio 43015. Agent for the City shall be the Director of Planning and Community Development or his representative at the same address.
- 21. Binding Effect: This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns. This is the complete Agreement between the parties. If a dispute arises, the Courts of Delaware County, Ohio shall have jurisdiction to resolve any dispute unless both parties agree to mediate or arbitrate the disputed matter.
- 22. Entire Agreement: This Agreement between the parties contains the entire Agreement of the parties with respect to its subject matter. This Agreement may not be modified except by a written document signed by the parties.
- 23. Severability: If any clause, sentence, paragraph or part of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the remainder of said Agreement shall continue in full force or effect.
- 24. Modifications: It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their Legal Counsel, Agents or Representatives, and that no modifications, alterations or additions shall be made to this Agreement except in writing signed by both parties hereto.
- 25. Choice of Law: This Agreement shall be construed under and in accordance with the laws of the State of Ohio.
- 26. Effective Date: This Agreement shall be effective when signed by all the parties hereto.
- 27. Time: Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

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

RESOLUTION NO. 06-707

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

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It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:50AM.

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

RESOLUTION NO. 06-708

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 11:05AM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners