

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2007

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

Commissioner Ward expressed his disappointment in the Republican Central Committee Screening Committee sharing their findings on the Sheriff’s appointment with the media.

(For a complete record refer to the Official CD minutes of the meeting).

RESOLUTION NO. 07-697

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 4, 2007 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held June 4, 2007 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. 07-698

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0606 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0606:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR0606, memo transfers in batch numbers MTAPR0606 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
New Horizons Computer	Project Management	22311611-5350	\$ 6,190.00
Ditch Maintenance	Primmer and Gwinner	40311411-5328	\$ 7,575.59
US Bank	Principal Primmer	50511122-5715	\$ 73,000.00
US Bank	Interest Primmer	50511122-5710	\$ 3,457.87
US Bank	Principal Lewis Center	50411121-5715	\$ 2,450,000.00
US Bank	Interest Lewis Center	50411121-5710	\$ 116,051.73
US Bank	Principal Sawmill	50811125-5715	\$ 2,184,000.00
US Bank	Interest Sawmill	50811125-5710	\$ 103,451.83
US Bank	Principal Olentangy TIF	50911126-5715	\$ 1,450,000.00
US Bank	Interest Olentangy TIF	50911126-5710	\$ 68,683.68
US Bank	Principal Sackett	50711124-5715	\$ 7,000.00
US Bank	Interest Sackett	50711124-5710	\$ 331.58
US Bank	Principal Smith	50611123-5715	\$ 38,000.00
US Bank	Interest Smith	50611123-5710	\$ 1,799.99
Increases			
Kokomo Academy	Residential Treatment	22511607-5342	\$ 11,529.00
United Methodist Childrens	Residential Treatment	22511607-5342	\$ 4,000.00
Meijer	Tanf	22511607-5215	\$ 4,000.00
Samantha Ortiz	Child Care	2241610-5348	\$ 8,000.00
Polydyne Inc.	Chemical	66290402-5290	\$ 12,000.00
Decreases			
Kokomo Academy		22511608-5342	\$ 11,529.00
Vouchers			
Breathing air Systems	Main Assembly Cascade Air	21511320-5260	\$ 16,621.00
Trident	Security	10011102-5360	\$ 7,257.09
Pitney Bowes	Postage/Mailroom Mail Mach	10011105-5331	\$ 20,000.00
Kokomo Academy	Residential Treatment	22511607-5342	\$ 5,670.00
Kokomo Academy	Residential Treatment	22511608-5342	\$ 5,670.00
Pomegranate Health systems	Residential Treatment	22511608-5342	\$ 5,670.00
Family & Children First	Help Me Grow	22411601-5348	\$ 33,146.28
Family & Children First	Help Me Grow	22411601-5348	\$ 16,716.53
Polydyne Inc.	Polymer Chemicals	66290402-5290	\$ 6,348.00
AEP	Pump Stations	66290407-533833802	\$ 10,430.91

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Celmark Development Group	Overpaid Capacity Fees	66290301-5319	\$ 37,875.65
Quandel	Construction Management	43111424-5410	\$ 28,400.00
US Bank	Principal Primmer	50511122-5715	\$ 73,000.00
US Bank	Interest Primmer	50511122-5710	\$ 3,457.87
US Bank	Principal Lewis Center	50411121-5715	\$ 2,450,000.00
US Bank	Interest Lewis Center	50411121-5710	\$ 116,051.73
US Bank	Principal Sawmill	50811125-5715	\$ 2,184,000.00
US Bank	Interest Sawmill	50811125-5710	\$ 103,451.83
US Bank	Principal Olentangy TIF	50911126-5715	\$1,450,000.00
US Bank	Interest Olentangy TIF	50911126-5710	\$ 68,683.68
US Bank	Principal Sackett	50711124-5715	\$ 7,000.00
US Bank	Interest Sackett	50711124-5710	\$ 331.58
US Bank	Principal Smith	50611123-5715	\$ 38,000.00
US Bank	Interest Smith	50611123-5710	\$ 1,799.99

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

RESOLUTION NO. 07 -699

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Department is requesting that Lisa Iannotta attend an Employment Law Seminar in Columbus, Ohio July 19, 2007, at the cost of \$170.00.

Juvenile Court is requesting that Frank Darr attend a Magistrate Practice Training in Huron, Ohio August 1, 2007, at the cost of \$197.50.

The Commissioners Office is requesting a \$125.00 (hotel increase) amendment to Dave Cannon’s GFOA previously approved travel request for June 8-13, 2007.

The Court of Common Pleas (Adult Court Services) is requesting that John Dean attend an ASP Tactical Baton Training in London, Ohio May 22-24, 2007, at the cost of \$195.00.

The Court of Common Pleas (Adult Court Services) is requesting that John Dean attend a Chemical Repellent Training in London, Ohio May 14-15, 2007, at the cost of \$160.00.

The EMS Department is requesting that Dan Boone attend a Weapons of Mass Destruction Training in Anniston, Alabama June 18-23, 2007 at no cost.

The Auditor’s Office is requesting that Steve Lewis attend a C10 IT Summit in Independence, Ohio June 14-15, 2007, at the cost of \$414.00.

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

RESOLUTION NO. 07-700

IN THE MATTER OF APPROVING AN AGREEMENT TO BID ON AND HOLD REAL PROPERTY BETWEEN THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES AND THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the agreement to bid on and hold real property between the Delaware County Board Of Developmental Disabilities And The Delaware County Board Of County Commissioners.

Agreement to Bid on and Hold Real Property

This Contract is entered into this 7th day of June, 2007 by and between the Delaware County Board of Developmental Disabilities (hereinafter, “DD-Board”), whose address is 1000 Alpha Drive, Delaware, Ohio 43015 and the Delaware County Board of County Commissioners (hereinafter, “Commissioners”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, (hereinafter, “MRDD”)(hereinafter collectively, the “Parties”).

This agreement is entered into in multiple counterparts, each of which is an original, between the Delaware County Board of Developmental Disabilities and the Delaware County Board of County Commissioners.

1. Parties and purpose. The Delaware County Board of County Commissioners (“Commissioners”) is a board of county commissioners organized pursuant to R.C. Ch. 305. The Delaware County Board of Developmental Disabilities (“DD-Board”) is a county board of mental retardation and developmental disabilities organized pursuant to R.C. Ch. 5126.

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The DD-Board entered into a pre-paid services agreement with Delaware Creative Housing, Inc. ("DCH"). DCH's obligations under the Pre-paid Contract are secured in part by a second mortgage on DCH's real property. Because foreclosure sales are typically poorly attended, they generally bring low prices for the real estate sold at them. For that reason, secured parties typically bid at these sales and, if necessary, take possession of the property and market it through a broker to avoid a loss. Because county boards of mental retardation may not own real estate, should DCH default, the DD-Board cannot bid at the foreclosure sale.

To reduce the DD-Board's risk should DCH default, the Commissioners hereby agrees to bid on behalf of the DD-Board at any foreclosure sale and, if it makes the high bid, to hold the property it acquires on behalf of the DD-Board as follows.

2. Foreclosure sale. The Commissioners shall send a designee to any sale of the real property that secures DCH's obligations to the DD-Board to bid on behalf of the DD-Board up to an amount equal to but not greater than an amount that would cover all liens senior in priority to the DD-Board lien and the DD-Board's lien plus all costs and expenses. The DD-Board is solely responsible for providing the Commissioners adequate notice of the location, date and time of the sale and the amount of the DD-Board's lien.

3. Foreclosed property. The Commissioners shall hold and dispose of any real property it purchases pursuant to Section 2 on behalf of and as directed by the DD-Board.

4. Commissioners' expenses. The DD-Board shall reimburse the Commissioners their actual and reasonable expenses in both (a) bidding at a sale pursuant to Section 2 and (b) taking possession of and maintaining any property so acquired pending resale. The Commissioners shall invoice the DD-Board monthly for their services.

5. Marketing expenses: The DD-Board shall be responsible for all costs of marketing any real property acquired and held pursuant to Sections 2 and 3. The proceeds any property sold pursuant to this section shall be credited to the DD-Board.

6. Termination:

A. Termination for the Convenience:

Either party may terminate this Agreement at any time and for any reason when it is determined by the party to be in its best interest to do so by giving at least thirty (30) days advance notice, in writing, to the other party.

B. Breach or Default of Agreement:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the an aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies.

C. Effect of Waiver of any Occurrence of Breach or Default:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver shall be authorized in writing and signed by an authorized person of the party so waiving.

7. Effective date, term of agreement. This agreement is effective June 1, 2007 and terminates May 31, 2008. Subject to any amendments mutually agreed upon by the Parties, this Agreement shall automatically renew for one year periods until such time as it is terminated pursuant to the terms of this Agreement and/or the Pre-pay Contract between the DD-Board and DCH expires or is terminated.

8. Assignment, successors. Neither the DD-Board nor the Commissioners may assign its rights or delegate its obligations under this agreement to any person or entity without the other's prior, written approval. Should either the Commissioners or the DD-Board be succeeded replaced by another agency or body ("Successor") during the term of this agreement, however, that Successor shall automatically succeed to its predecessor's rights and assume its obligations.

9. Approval. Resolutions of both the Commissioners and the DD-Board authorizing this agreement's execution by their representatives are attached hereto and incorporated herein by reference.

10. Severability. Should any provision of this agreement be judicially invalidated, that provision, alone shall be severed from it. Provided the remainder can be meaningfully executed, it remains in effect.

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11. Venue. Venue for judicial construction of this agreement shall only be proper in Delaware County, Ohio.

12. Tag lines. Taglines are provided for ease of reference only. They are not part of the agreement and do not construe or otherwise affect its provisions.

13. Whole agreement. This writing, consisting of 7 printed pages, including resolutions of the DD-Board and the Commissioners authorizing its execution, contains the entire agreement regarding the matters described in Section 1. All other agreements, whether written or oral, are void. This agreement may not be amended except by written agreement adopted and executed by both the Commissioners and the DD-Board.

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

RESOLUTION NO. 07-701

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE BOARD OF DEVELOPMENTAL DISABILITIES:

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

Transfer of Appropriation			
From	To		
29552501-5401	29552501-5601		
MRDD Administration/Land Purchase	MRDD Administration/Grant	\$	800,000.00

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

RESOLUTION NO. 07-702

IN THE MATTER OF ESTABLISHING NEW ORGANIZATIONAL KEYS AND APPROVING SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:

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

Establish New Org Keys	
26782609	Probation
26782610	Monitoring

Supplemental Appropriation

26726324-5101	Diversion/Hospital Insurance	\$	9,000.00
26726324-5120	Diversion/PERS	\$	2,000.00
26726324-5131	Diversion/Medicare	\$	200.00
26726324-5001	Compensation	\$	15,000.00
26782609-5101	Probation/Hospital Insurance	\$	7,100.00
26782609-5120	Probation/PERS	\$	2,800.00
26782609-5131	Probation/Medicare	\$	300.00
26782609-5001	Probation/Compensation	\$	20,100.00
26782610-5120	Monitoring/PERS	\$	725.00
26782610-5131	Monitoring/Medicare	\$	80.00
26782610-5001	Monitoring/Compensation	\$	5,200.00

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

RESOLUTION NO. 07-703

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

Transfer of Funds			
From	To		
22311611-5801	22411603-4601		
Workforce Investment/Transfers	JFS Workforce/Interfund Revenue	\$	200,000.00

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

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RESOLUTION NO. 07-704

IN THE MATTER OF APPROVING ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND BETWEEN TRIANGLE PROPERTIES, INC. AND THE BOARD OF COUNTY COMMISSIONERS, DELAWARE COUNTY FOR THE THOMAS AND AUGENSTEIN PROPERTY CONSISTING OF APPROXIMATELY 78+/- ACRES LOCATED IN CONCORD TOWNSHIP, DELAWARE COUNTY, OHIO :

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

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of this 7th day of June, 2007, by and between Triangle Properties, Inc. ("Assignor"), and the Board of County Commissioners, Delaware County, ("Assignee").

RECITALS:

- A. Assignor has entered into a Real Estate Purchase Contract (the "Purchase Agreement") dated August 30, 2004 and as amended June 13, 2005, November 8, 2005, May 24, 2006 and February 20, 2007 by and between Assignor, as Buyer, and Donald W. Thomas, Margo E. Thomas, wife of Donald W. Thomas, and Constance S. Augenstein as Sellers, to buy the Property consisting of approximately 78+/- acres located in Concord Township, Delaware County, Ohio. Assignee agrees to purchase 37.604 acres of the 78+/- acre parcel with the remaining 40.041 acres to be purchased by the Concord/Scioto Community Infrastructure Financing Authority, as shown on the attached Exhibit "A"
- B. Assignor desires to assign all of its rights, title and interest in an to the Purchase Agreement to Assignee, an Assignee desires to assume all of Assignor's obligations, liabilities, and duties under the Purchase Agreement.

AGREEMENTS:

In consideration of the foregoing Recitals and the mutual promises and agreements contained herein, the parties hereto intending to be legally bound, hereby agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns, transfers, sells and conveys to Assignee all of Assignor's right, title and interest in and to the Purchase Agreement and the Property.
2. **ASSUMPTION.** Assignee hereby assumes and agrees to perform and fully discharge all of Assignor's obligations, liabilities and duties under the Purchase Agreement that are to be observed and preformed by assignor from and after the date of this Agreement. Said assumption shall not release the Assignor from the performance of all obligations under the Purchase Agreement.
3. **EASEMENTS.** Assignee agrees to grant necessary easements to Assignor to provide for utilities and access (as shown on attached Exhibit "B") to adjacent properties to provide for the development of such properties.
4. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
5. **BINDING EFFECT.** This Agreement shall be binding upon and it shall insure to the benefit of the parties hereto and their respective successors and assigns.

(Copies of Exhibits are available in the Sanitary Engineer Department until no longer of administrative value).

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

RESOLUTION NO. 07-705

IN THE MATTER OF APPROVING ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND BETWEEN TRIANGLE PROPERTIES, INC., AND THE BOARD OF COUNTY COMMISSIONERS FOR THE CROOK PROPERTY CONSISTING OF APPROXIMATELY 18.26+/- ACRES LOCATED IN CONCORD TOWNSHIP, DELAWARE COUNTY, OHIO:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of this 7th day

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of June, 2007, by and between Triangle Properties, Inc. (“Assignor”), and the Board of County Commissioners, Delaware County, (“Assignee”).

RECITALS:

- A. Assignor has entered into a Real Estate Purchase Contract (the “Purchase Agreement”) dated May 1, 2004 and as amended May 3, 2005, October 18, 2005, May 18, 2006 and December 13, 2006 by and between Assignor, as Buyer, and Barbara M. Crook and Barbara M. Crook, Trustee of the Delbert L. Crook, Jr. Trust as Sellers, to buy the Property consisting of approximately 18.26+/- acres located in Concord Township, Delaware County, Ohio.
- B. Assignor desires to assign all of its rights, title and interest in an to the Purchase Agreement to Assignee, an Assignee desires to assume all of Assignor’s obligations, liabilities, and duties under the Purchase Agreement.

AGREEMENTS:

In consideration of the foregoing Recitals and the mutual promises and agreements contained herein, the parties hereto intending to be legally bound, hereby agree as follows:

1. ASSIGNMENT. Assignor hereby assigns, transfers, sells and conveys to Assignee all of Assignor’s right, title and interest in and to the Purchase Agreement and the Property.
2. ASSUMPTION. Assignee hereby assumes and agrees to perform and fully discharge all of Assignor’s obligations, liabilities and duties under the Purchase Agreement that are to be observed and preformed by Assignor from and after the date of this Agreement. Said assumption shall not release the Assignor from the performance of all obligations under the Purchase Agreement.
3. EASEMENTS. Assignee agrees to grant necessary easements to Assignor to provide utilities and access (as shown on attached Exhibit A) to adjacent properties to provide for the development of such properties.
4. GOVERNING LAW. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
5. BINDING EFFECT. This Agreement shall be binding upon and it shall insure to the benefit of the parties hereto and their respective successors and assigns.

(Copies of Exhibits are available in the Sanitary Engineer Department until no longer of administrative value).

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

RESOLUTION NO. 07-706

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire Sandra Fouty for a Temporary Administrative Support Specialist Position with the Child Support Enforcement Agency; effective date June 11, 2007.

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

RESOLUTION NO. 07-707

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:

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

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

RESOLUTION NO. 07-708

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 11:30AM.

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

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There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners