

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 28, 2008

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. 08-215

IN THE MATTER OF APPROVING A NEW ORGANIZATIONAL KEY AND SUPPLEMENTAL APPROPRIATIONS FOR THE COMMON PLEAS MEDIATION FUND:

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

New Organizational Key		Amount
27929208	Common Pleas Mediation fund.	
Supplemental Appropriations		
27929208-4201	REVENUE Mediation /Fees	\$10,000.00
27929208-5301	Mediation/Professional Services	\$10,000.00

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

RESOLUTION NO. 08-216

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 25, 2008 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held February 25, 2008 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. 08-217

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0227 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0227:

It was moved by Mr. Ward, seconded by Mr. Evans to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0227, memo transfers in batch numbers MTAPR0227 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Po’s			
Beems BP Distribution Inc.	Diesel fuel for Medic Trucks	10011303-5228	\$ 25,000.00
Increase			
Certified Oil	TANF	22511607-5355	\$ 5,000.00
Certified Oil	TANF	22411601-5355	\$ 5,000.00
Mental Health	Job and Family Services Program	22511607-5348	\$ 2,700.00
Brianna Kinniard	Day Care	22511607-5348	\$ 5,000.00
Kiddie Academy	Day Care	22411610-5348	\$ 12,500.00
Suburban Natural Gas	Fuel	66290402-5338	\$ 8,000.00
Vouchers			
Kindercare 10655 Sawmill	Day Care	22411610-5348	\$ 6,572.24
Delaware City Schools	Day Care	22411610-5348	\$ 4,992.48
Delaware City Schools	Day Care	22511607-5348	\$ 458.29
Siemens	Bioxide/Various Pump Stations	66290407-5290	\$ 24,352.02
BP Products	Fuel /Vehicles AC Biosolids	66290403-5228	\$ 6,779.27
BP Products	Fuel /Vehicles Sant. Engineer	66290302-5228	\$ 5,827.83
Delaware County Treasurer	CAUV Recoupment/Crook	66690501-5380	\$ 5,334.03
Central OH Contractors	Sludge Disposal	66290403-5380	\$ 16,523.26
Ace Truck Body Inc.	Utility Bed With Crane	66290406-5450	\$ 11,462.00
Ace Truck Body Inc.	CMF Vehicle	66290306-5450	\$ 11,462.00
Polydyne Inc.	Polymer	66290402-5290	\$ 8,924.00
Suburban Natural Gas	Gas Service to Alum Creek	66290402-5338	\$ 5,600.00

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Malcolm Pirnie Inc.	Residuals Master Plan	66290301-5301	\$	30,400.00
Liberty Twp. Fir Department	EMS Runs 4th Quarter 2007	10011303-5345	\$	43,276.63
Beems BP Distribution Inc.	Fuel/Walker Woods &Svc. Cntr.	10011106-5228	\$	30,166.87
Otis Elevator Company	Contract 88 N. Sandusky St.	10011105-5325	\$	6,725.13
American Arbitration	Filing Fee for Vititoe	10011102-5301	\$	2,750.00

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

RESOLUTION NO. 08-218

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 88.847 ACRES OF LAND IN SCIOTO TOWNSHIP TO THE VILLAGE OF OSTRANDER:

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

Whereas, on January 31, 2008, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Michael R. Shade, agent for the petitioners, of 88.847 Acres, more or less, in Scioto Township to the Village of Ostrander.

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the Village of Ostrander or the Township of Scioto.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 88.847 Acres, more or less, in Scioto Township to the Village of Ostrander.

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

RESOLUTION NO. 08-219

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR ABBEY KNOLL SECTION 5 BIORETENTION BASIN CHANGE ORDER:

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

Abbey Knoll Section 5 Bioretention Basin Change Order

**OWNER’S AGREEMENT
BIORETENTION BASINS**

THIS AGREEMENT made and entered into this 25th day of February 2008 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **ROCKFORD HOMES**, hereinafter called the **OWNER**, as evidenced by the Engineering and Construction Plan entitled “**ABBEY KNOLL SECTION 5 BIORETENTION BASIN CHANGE ORDER**” plan which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **OWNER** is to construct, install or otherwise make all of the improvements (Structure Numbers 9 and 10) as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **OWNER** shall pay the entire cost and expenses of their portion of said improvements.
3. The **OWNER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **THIRTEEN THOUSAND FIVE HUNDRED FORTY-SEVEN DOLLARS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements.
4. The **OWNER** is to complete all construction to the satisfaction of the **COUNTY no later than May 31, 2008**.
5. The **OWNER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
6. Upon completion of the improvements, the structures shall be inspected by the **COUNTY** and verified by the consulting engineer. After the structures have been approved by the **COUNTY**, the basins will then go on a one year maintenance period, during which time the **OWNER** will be required for all maintenance of the structures as deemed necessary by the **COUNTY**. Upon the satisfactory completion of the one year maintenance period, the structures will be turned over to the **COUNTY’S** ditch maintenance program.
7. The **OWNER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.

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8. If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

9. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.

10. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 08-220

IN THE MATTER OF APPROVING RIGHT OF WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following work permits:

Permit #	Applicant	Location	Type of Work
U08009	AT&T	Home Road	Trench conduit and place cabinet
U08011	American Electric Power	North Hampton Drive	Install transformer

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

RESOLUTION NO. 08-221

SETTING BID OPENING DATE AND TIME FOR THE PROJECT KNOWN AS THE ROAD SIDE MOWING PROGRAM:

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

INVITATION TO BID

The Delaware County Commissioners will be accepting sealed bids for a two (2) year contract until **10:00 a.m. on Monday, March 17, 2008 at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015**, for furnishing all labor, materials and equipment necessary to complete the project known as the Road Side Mowing Program and, at said time and place, publicly opened and read aloud. Specifications and bid documents can be obtained at the Office of the Delaware County Engineer, 50 Channing Street, Delaware Ohio 43015. This project provides for four rounds of mowing in the eastern half of Delaware County for a total of 151.569 center lane miles of County roadways.

Each bidder is required to furnish with its Proposal on Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must also submit evidence of its experiences on projects of similar size and complexity. The owners intend and require that this project be completed no later than October 20th of each year.

The Delaware County Commissioners reserve the right to waive irregularities and to reject any or all bids.

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

RESOLUTION NO. 08-222

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE WITH DEL.-CO. WATER COMPANY, INC. FOR THE HOME ROAD GRADE SEPARATION PROJECT:

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

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)
PARCELS: 18 WDV
DEL-CR124-4.11**

This Agreement is by and between the Board of Commissioners, Delaware County, Ohio, (hereinafter "Purchaser") and Del-Co Water Company, Inc., an Ohio not for profit corporation (hereinafter "Seller"; "Seller includes all of the foregoing named persons or entities).

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1. Price and Consideration

Purchaser shall pay to Seller the sum of \$39,023.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest; and all other real estate taxes and assessments that are a lien as of the date on which this contract closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title.

The Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed To Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower; in the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyances by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles, and estates with, if applicable, full release of dower.

3. Limited Access Parcels – Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from, and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments necessary for the construction and maintenance of the subject highway project over, across, or upon the property described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles, and interests in the property described in Exhibit A, such as, but not limited to those belonging to tenants, lessees, mortgagees, or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

7. No Change in Character of Property

Seller shall not change the existing character of the land, or alter, remove, destroy, or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration, or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser may, at its option after discovery or notification of such damage, change, alteration, or destruction, terminate, cancel, and void this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by the Seller that shall remain open for acceptance by Purchaser for a period of thirty (30) days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within the said period of thirty (30) days, this Agreement shall constitute and be a valid Contract for Sale and Purchase Of Real Property that is binding upon all parties hereto.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of both parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the parties may

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agree, but no later than ten (10) days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement, Provided, however, in no event shall such consummation and closing occur more than one hundred twenty (120) days after the last date on which one of the parties hereto executes this Agreement.

11. Physical Possession of Land and Improvements

Physical possession of the land and improvements shall be surrendered by Seller not later than the date on which payment of the purchase price is tendered by Purchaser.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date on which payment of the purchase price is tendered by Purchaser, and from that date forward Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenants. If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price was tendered by Purchaser and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon either party.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, and is signed by Seller and Purchaser.

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

RESOLUTION NO. 08-223

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire Ralf Kloeck as a Custodian with the Maintenance Department; effective date March 3, 2008.

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

RESOLUTION NO. 08-224

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 LAND ACQUISITION AND PENDING OR IMMINENT LITIGATION:

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

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

RESOLUTION NO. 08-225

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Ward to adjourn out of Executive Session at 10:26AM.

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

There being no further business the meeting adjourned.

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Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners