

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 11, 2018**

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

Present:
Gary Merrell, President
Barb Lewis, Vice President
Jeff Benton, Commissioner

1
RESOLUTION NO. 18-27

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 8, 2018:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 8, 2018; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 18-28

A RESOLUTION AFFIRMING THE CELEBRATION OF DR. MARTIN LUTHER KING, JR. DAY IN DELAWARE COUNTY

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, on Jan. 15, 2018, we take time in Delaware County to observe the national holiday commemorating the life and legacy of Dr. Martin Luther King, Jr.; and

WHEREAS, we, the Board of Delaware County Commissioners, affirm this as a day when we come together as a nation and celebrate the principles of equality and justice that make us uniquely American; and

WHEREAS, we honor the sacrifices that Dr. King made in his lifetime and that so many Americans continue to make today in their work to ensure that all Americans, regardless of their differences, have access to the same rights and opportunities; and

WHEREAS, we renew our commitment to honoring the dreams we share and to seeking peaceful resolutions to all conflict.

NOW THEREFORE BE IT RESOLVED, that The Board of Commissioners, Delaware County, Ohio do hereby affirm and encourage all citizens to join us in the observation of Dr. Martin Luther King, Jr. Day in Delaware County.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

5
RESOLUTION NO. 18-29

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0111:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0110 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount	Line
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R1800828	MARYHAVEN	PUBLIC DEFENDER SERVICES	10011202-5342	\$20,000.00	0001
R1800214	PUBLIC DEFENDER ATTORNEY'S	PUBLIC DEFENDER SERVICES	10011202 - 5301	\$1,125,500.00	0001
R1800220	AMERICAN ELECTRIC POWER	ELECTRIC UTILITIES	10011105 - 5338	\$ 450,000.00	0001
R1800221	SEDGWICK CLAIMS MANAGEMENT	WORKERS COMP - QUARTERLY SERVICE FEE	61311923 - 5301	\$ 25,000.00	0001
R1800223	B & L PACKRAT ENTERPRISES LLC	SNOW REMOVAL MOWING SERVICE	10011105 - 5328	\$ 25,000.00	0001
R1800229	COLUMBIA GAS OF OHIO	GAS UTILITIES	10011105 - 5338	\$ 90,000.00	0001
R1800249	PITNEY BOWES INC	POSTAGE FOR MAIL MACHINE	10011105 - 5331	\$ 220,000.00	0001
R1800251	STAPLES BUSINESS ADVANTAGE	JANITORIAL SUPPLIES	10011105 - 5201	\$ 40,000.00	0001
R1800255	FRONTIER	PHONE SERIES	10011105 - 5330	\$ 58,000.00	0001
R1800258	FIRST COMMUNICATIONS LLC	PHONE SERVICES	10011105 - 5330	\$ 9,000.00	0001
R1800259	PNC BANK	Materials and Supplies	20411305 - 5200	\$ 7,000.00	0001
R1800259	PNC BANK	Services and Charges	20411305 - 5300	\$ 25,000.00	0002
R1800265	OTIS ELEVATOR CO INC	ELEVATOR MAINT. AGREEMENTS	10011105 - 5325	\$ 3,900.00	0001
R1800265	OTIS ELEVATOR CO INC	ELEVATOR REPAIRS	10011105 - 5328	\$ 5,000.00	0002
R1800267	PNC BANK	PROCUREMENT CARD SUPPLIES	10011105 - 5200	\$ 75,000.00	0001
R1800267	PNC BANK	PROCUREMENT CARD SERVICES	10011105 - 5300	\$ 7,500.00	0002
R1800308	B & C COMMUNICATIONS INC	RADIO MAINTENANCE	21411306 - 5325	\$ 6,690.00	0001
R1800311	FISHEL HASS KIM ALBRECHT	ATTORNEY EXPENSES FOR UNION NEGOTIATIONS	21411306 - 5361	\$ 50,000.00	0001
R1800312	AVIAT US INC	MICROWAVE SYSTEM MAINTENANCE - RESOLUTION 2017-351	21411306 - 5325	\$ 38,638.30	0001
R1800314	AMERICAN ELECTRIC POWER	TOWER ELECTRIC	21411306 - 5338	\$ 25,200.00	0001
R1800317	CONSOLIDATED ELECTRIC COOPERATIVE INC	TOWER ELECTRIC	21411306 - 5338	\$ 11,800.00	0001
R1800318	OHIO EDISON CO	TOWER ELECTRIC	21411306 - 5338	\$ 7,680.00	0001
R1800319	PNC BANK	5200	21411306 - 5200	\$ 8,000.00	0001
R1800319	PNC BANK	5300	21411306 - 5300	\$ 10,000.00	0002
R1800321	MOTOROLA SOLUTIONS INC	RADIO SYSTEM MAINTENANCE CONTRACT - RESOLUTION	21411306 - 5325	\$ 608,728.00	0001
R1800322	ALERT TRACKING SYSTEMS INC	CAD MAINTENANCE	21411306 - 5320	\$ 48,027.27	0001
R1800323	GOVCONNECTION INC	COMPUTER PARTS	21411306 - 5201	\$ 4,000.00	0001
R1800323	GOVCONNECTION INC	COMPUTER EQUIPMENT	21411306 - 5260	\$ 2,000.00	0002
R1800324	FRONTIER	9-1-1 PHONE SERVICE	21411306 - 5330	\$ 40,874.00	0001
R1800325	WEST SAFETY SOLUTIONS CORP	TEXT TO 9-1-1 SERVICE - RESOLUTION 2017-411	21411306 - 5330	\$ 13,200.00	0001
R1800333	BRIGHTSTAR PROPANE & FUEL	FUEL FOR CHEMICALS	10011106 - 5228	\$ 7,500.00	0001
R1800356	ON-SITE TRUCK REPAIR LTD	PARTS FOR VEHICLES	10011106 - 5228	\$ 4,500.00	0001
R1800356	ON-SITE TRUCK REPAIR LTD	REPAIR OF VEHICLES	10011106 - 5328	\$ 3,500.00	0002
R1800357	PERFORMANCE CJDR DELAWARE LLC	PARTS FOR VEHICLES	10011106 - 5228	\$ 4,500.00	0001
R1800357	PERFORMANCE CJDR DELAWARE LLC	REPAIR OF VEHICLES	10011106 - 5328	\$ 3,500.00	0002
R1800450	KE WA PA SALES INC	JANITORIAL SUPPLIES	10011105 - 5201	\$ 20,000.00	0001

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R1800483	STAPLES BUSINESS ADVANTAGE	SUPPLIES	22411605 - 5201	\$ 15,000.00	0001
R1800488	FACILITIES	POSTAGE (BUSINESS REPLY)	22411605 - 5331	\$ 20,000.00	0001
R1800489	BUCKEYE POWER SALES CO INC	GENERATOR REPAIR PARTS	10011105 - 5201	\$ 1,000.00	0001
R1800489	BUCKEYE POWER SALES CO INC	GENERATOR REPAIR LABOR	10011105 - 5328	\$ 2,500.00	0002
R1800489	BUCKEYE POWER SALES CO INC	SERVICE CONTRACT FOR GENERATORS	10011105 - 5325	\$ 2,500.00	0003
R1800492	FRONTIER	PHONE 740-833-2300	22411605 - 5330	\$ 8,700.00	0001
R1800494	LIVENGOOD, MARK J	OPERATIONS ASSESSMENT AT RSD FACILITIES	66211901 - 5301	\$ 40,730.00	0001
R1800506	MS CONSULTANTS INC	LOWER ALUM CREEK RELIEF PS PROJECT	66711917 - 5410	\$ 598,317.50	0001
R1800507	WHITE,JACKIE OLEXA	PD TRANSCRIPT SERVICES	10011202 - 5301	\$ 10,000.00	0001
R1800511	DELAWARE COUNTY ENGINEER	FAC. 40% SHARE UTILITIES AT 50 CHANNING ST	10011105 - 5338	\$ 26,500.00	0001
R1800512	LEFEVER,REBECCA C	PD TRANSCRIPT SERVICES	10011202 - 5301	\$ 20,000.00	0001
R1800516	FILTER TECHNOLOGY INC	FILTERS	10011105 - 5201	\$ 14,500.00	0001
R1800517	GOTCO EXCLUSIVE CARPET CARE	CARPET CLEANING	10011105 - 5328	\$ 24,000.00	0001
R1800532	PRIME AE GROUP INC	BERKSHIRE TOWNSHIP PS AND FM PROJECT	66711915 - 5410	\$ 286,565.93	0001
R1800535	NORTHWESTERN OHIO SECURITY SYS INC	SUPPLIES FOR REPAIR	10011105 - 5201	\$ 1,000.00	0001
R1800535	NORTHWESTERN OHIO SECURITY SYS INC	SAFETY & SECURITY SERVICES	10011105 - 5345	\$ 5,500.00	0002
R1800535	NORTHWESTERN OHIO SECURITY SYS INC	EQUIPMENT RENTAL	10011105 - 5335	\$ 2,750.00	0003
R1800535	NORTHWESTERN OHIO SECURITY SYS INC	SOFTWARE MAINTENANCE	10011105 - 5320	\$ 1,000.00	0004
R1800542	PNC BANK	P CARD - 2018 SUPPLIES	66211902 - 5200	\$ 7,200.00	0001
R1800542	PNC BANK	P CARD - 2018 SERVICES	66211902 - 5300	\$ 6,000.00	0002
R1800545	BUCKEYE RANCH INC	PLACEMENT CARE	22511607 - 5342	\$ 34,000.00	0001
R1800555	TRANE COMPANY INC	BLDG. REPAIR & MAINTENANCE SUPPLIES	10011105 - 5201	\$ 500.00	0001
R1800555	TRANE COMPANY INC	SERVICE AGREEMENTS	10011105 - 5325	\$ 4,500.00	0002
R1800555	TRANE COMPANY INC	SERVICE REPAIRS TRIP CHARGE	10011105 - 5328	\$ 500.00	0003
R1800556	ADVANTAGE FAMILY OUTREACH & FOSTER CARE	PLACEMENT CARE	22511607 - 5342	\$ 186,000.00	0001
R1800563	RAFTELIS FINANCIAL CONSULTANTS INC	FINANCIAL SERVICES SUPPORT ON AS- NEEDED BASIS	66211902 - 5301	\$ 10,915.00	0001
R1800576	VILLAGE NETWORK,THE	PLACEMENT CARE (2nd AMENDMENT INCREASE)	22511607 - 5342	\$ 51,000.00	0001
R1800606	SMARTBILL LTD INC	POSTAGE FOR MAILING SEWER BILLS - 2018	66211901 - 5331	\$ 40,000.00	0001
R1800619	PITNEY BOWES GLOBAL FINANCIAL	POSTAGE MACHINE LEASE	10011105 - 5335	\$ 9,000.00	0001
R1800627	SMARTBILL LTD INC	BILLS	66211901 - 5313	\$ 17,000.00	0001
R1800648	STANTEC CONSULTING INC	HYATTS ROAD PS PROJECT	66711918 - 5410	\$ 6,349.92	0001
R1800676	VARIOUS JFS DAY CARE	DAY CARE	22511607 - 5348	\$ 30,000.00	0001
R1800683	VARIOUS JFS BOARD AND CARE	FOSTER BOARD AND CARE	22511607 - 5350	\$ 60,000.00	0001
R1800692	VARIOUS JFS ADOPTION ASSISTANCE	Adoption Assistance	22511607 - 5350	\$ 19,000.00	0001
R1800706	STRAND ASSOCIATES INC	CHESHIRE PS AND FM UPGRADE PROJECT	66711914 - 5410	\$ 185,737.68	0001
R1800711	VERIZON	ACCT #642022473	22511607 - 5315	\$ 5,000.00	0001
R1800711	VERIZON	ACCT#542064157	22511607 - 5315	\$ 1,200.00	0002
R1800711	VERIZON	ACCT#285554388	22511607 - 5330	\$ 10,000.00	0003
R1800711	VERIZON	EQUIPMENT	22511607 -	\$ 100.00	0004

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		5201			
R1800740	OHIO JOB AND FAMILY SERVICES	MEMBERSHIP DUES 1 2018 TO 12 2018	22411605 - 5308	\$ 9,561.00	0001
R1800740	OHIO JOB AND FAMILY SERVICES	WORKSHOPS TRAINING	22411605 - 5305	\$ 300.00	0002
R1800782	QUALITY CONTROL INSPECTION INC	ON CALL CONSTRUCTION SERVICES	66211902 - 5301	\$ 49,900.00	0001
R1800797	OHIO EDISON CO	ELECTRIC RADNOR AND ASHLEY MEDIC	10011303 - 5338	\$ 7,200.00	0001
R1800804	RECOVERY & PREVENTION RESOURCES	COURT TREATMENT SERVICES	10011202 - 5342	\$ 20,000.00	0001
R1800901	UNDERGROUND UTILITIES INC	PROJECT	66711908 - 5415	\$1,950,816.79	0001
R1800905	TREASURER,DELAWARE COUNTY	PROJECT	66711908 - 5415	\$ 169,636.25	0001
R1800910	CONCORD SCIOTO COMMUNITY AUTHORITY	CLARK SHAW SURCHARGE REIMBURSEMENT PER IGA	66211905 - 5319	\$ 250,000.00	0001
R1800916	CONCORD SCIOTO COMMUNITY AUTHORITY	CLARK SHAW TRUNK SEWER	66711901 - 5415	\$ 308,680.57	0001
R1800975	WESTPORT HOMES INC	RETURN OF UNUSED INSPECTION FEES FOR CORNERS AT	66211902 - 5319	\$ 8,582.25	0001
R1800981	SOIL & WATER CONSERVATION DISTRICT	DRAINAGE PROTECTION REVIEW FEES	10011301 - 5301	\$ 20,000.00	0001
R1800982	SENG SEWER FEE REFUND	CUSTOMER REFUNDS DURING 2018 - OECC	66211903 - 5319	\$ 11,000.00	0001
R1800982	SENG SEWER FEE REFUND	CUSTOMER REFUNDS DURING 2018 - ALUM CREEK	66211904 - 5319	\$ 23,500.00	0002
R1800982	SENG SEWER FEE REFUND	CUSTOMER REFUNDS DURING 2018 - LOWER SCIOTO	66211905 - 5319	\$ 1,000.00	0003
R1800982	SENG SEWER FEE REFUND	CUSTOMER REFUNDS DURING 2018 - PACKAGE PLANTS	66211912 - 5319	\$ 4,000.00	0004
R1800983	VERIZON	CELLULAR TELEPHONE AND DATA	10011301 - 5330	\$ 10,000.00	0001
R1800983	VERIZON	COMMUNICATION EQUIPMENT	10011301 - 5201	\$ 1,500.00	0002
R1800986	HAZEN AND SAWYER PC	OECC FACILITIES PLAN	66611903 - 5410	\$ 514,939.88	0001
R1800987	HAZEN AND SAWYER PC	ALUM CREEK PROCESS IMPROVEMENT UPGRADES	66611904 - 5410	\$ 168,215.77	0001
R1800988	ACLOCHE LLC	TEMP CLERICAL SUPPORT	10011301 - 5301	\$ 15,000.00	0001
R1800991	TREASURER STATE OF OHIO BBS	1% RESIDENTIAL AND 3% COMMERCIAL STATE FEES	10011301 - 5380	\$ 33,000.00	0001
R1800993	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	10011301 - 5201	\$ 5,000.00	0001
R1800993	STAPLES BUSINESS ADVANTAGE	FOOD BEVERAGE	10011301 - 5294	\$ 200.00	0002
R1801000	DEL CO WATER CO INC	WATER SERVICE - OECC	66211903 - 5338	\$ 1,500.00	0001
R1801000	DEL CO WATER CO INC	WATER SERVICE - ALUM CREEK	66211904 - 5338	\$ 15,000.00	0002
R1801000	DEL CO WATER CO INC	WATER SERVICE - LOWER SCIOTO	66211905 - 5338	\$ 2,000.00	0003
R1801000	DEL CO WATER CO INC	WATER SERVICE - PACKAGE PLANTS	66211912 - 5338	\$ 8,500.00	0004
R1801003	FACILITIES	TELEPHONE SERVICES	23711630 - 5330	\$ 3,000.00	0001
R1801003	FACILITIES	POSTAGE	23711630 - 5331	\$ 3,300.00	0002
R1801006	FEINKNOPF MACIOCE SCHAPPA ARCHITECTS	OUTSOURCE PLANS EXAMINATION	10011301 - 5301	\$ 10,000.00	0001
R1801009	HOME DEPOT	OPERATING SUPPLIES - RSD	66211901 - 5201	\$ 6,000.00	0001
R1801009	HOME DEPOT	OPERATING SUPPLIES - OECC	66211903 - 5201	\$ 7,300.00	0002
R1801009	HOME DEPOT	OPERATING SUPPLIES - ALUM CREEK	66211904 - 5201	\$ 4,200.00	0003
R1801009	HOME DEPOT	OPERATING SUPPLIES - LOWER SCIOTO	66211905 - 5201	\$ 2,000.00	0004

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R1801009	HOME DEPOT	OPERATING SUPPLIES - PACKAGE PLANT	66211912 - 5201	\$ 2,500.00	0005
R1801013	NORTHWOODS CONSULTING PART	MAINTENANCE CONTRACT	23711630 - 5325	\$ 8,000.00	0001
R1801014	TOOLE & ASSOCIATES LLC	OUTSOURCE BUILDING DEPARTMENT SERVICES	10011301 - 5301	\$ 50,000.00	0001
R1801015	OHIO CSEA DIRECTORS ASSOC INC	ANNUAL DUES	23711630 - 5308	\$ 6,255.00	0001
R1801015	OHIO CSEA DIRECTORS ASSOC INC	MEMBERSHIP DUES	23711630 - 5308	\$ 60.00	0002
R1801015	OHIO CSEA DIRECTORS ASSOC INC	REGISTRATION FEES	23711630 - 5305	\$ 700.00	0003
R1801016	OHIO UTILITIES PROTECTION	CALLOUTS	66211901 - 5301	\$ 6,900.00	0001
R1801067	SPEAKWRITE LLC	TRANSCRIPTION SERVICES	22511607 - 5301	\$ 21,813.85	0001
R1801073	HEAVY DUTY TRUCK & EQUIP SRVC INC	VEHICLE PARTS	66211901 - 5228	\$ 2,500.00	0001
R1801073	HEAVY DUTY TRUCK & EQUIP SRVC INC	VEHICLE REPAIRS	66211901 - 5328	\$ 7,500.00	0002
R1801083	LANGUAGE LINE SERVICES	INTERPRETER SERVICES	22411601 - 5301	\$ 8,000.00	0001
R1801101	M TECH COMPANY	OPERATING SUPPLIES - RSD	66211901 - 5201	\$ 5,000.00	0001
R1801101	M TECH COMPANY	SOFTWARE SUPPORT	66211901 - 5320	\$ 4,000.00	0002
R1801101	M TECH COMPANY	EQUIPMENT REPAIRS	66211901 - 5328	\$ 7,500.00	0003
R1801101	M TECH COMPANY	FREIGHT CHARGES	66211901 - 5331	\$ 500.00	0004
R1801105	STEPHEN CAMPBELL & ASSOC INC	9-1-1 RECORDER MAINTENANCE	21411306 - 5325	\$ 10,200.00	0001
R1801106	CITY OF DUBLIN	COIRS MEMBERSHIP	21411306 - 5308	\$ 5,500.00	0001
R1801108	REENERGY INC	SLUDGE HAULING AND DISPOSAL - OECC	66211903 - 5380	\$ 50,000.00	0001
R1801111	REPUBLIC WASTE SERVICES INC	TRASH PICK UP - OECC CMF	66211903 - 5338	\$ 6,000.00	0001
R1801111	REPUBLIC WASTE SERVICES INC	TRASH PICK UP - ALUM CREEK	66211904 - 5338	\$ 6,000.00	0002
R1801123	BONDED CHEMICALS INC	CHEMICAL - FERRIC CHLORIDE	66211903 - 5290	\$ 35,000.00	0001
R1801123	BONDED CHEMICALS INC	CHEMICAL - FERRIC CHLORIDE	66211905 - 5290	\$ 3,000.00	0002
R1801123	BONDED CHEMICALS INC	GLYCERIN	66211912 - 5290	\$ 20,000.00	0003
R1801125	BATTERIES PLUS LLC	BATTERIES AND BULBS	66211901 - 5201	\$ 1,000.00	0001
R1801125	BATTERIES PLUS LLC	BATTERIES AND BULBS	66211903 - 5201	\$ 2,500.00	0002
R1801125	BATTERIES PLUS LLC	BATTERIES AND BULBS	66211904 - 5201	\$ 2,500.00	0003
R1801125	BATTERIES PLUS LLC	BATTERIES AND BULBS	66211905 - 5201	\$ 300.00	0004
R1801125	BATTERIES PLUS LLC	BATTERIES AND BULBS	66211912 - 5201	\$ 1,000.00	0005
R1801126	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE - OLENTANGY ENVIRONMENTAL	66211903 - 5338	\$ 520,000.00	0001
R1801127	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE - ALUM CREEK	66211904 - 5338	\$ 700,000.00	0001
R1801128	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE - LOWER SCIOTO	66211905 - 5338	\$ 6,000.00	0001
R1801129	AMERICAN ELECTRIC POWER	ELECTRICAL SERVICE - PACKAGE PLANTS	66211912 - 5338	\$ 100,000.00	0001
R1801130	HOFFMAN ANALYTIC SERVICES INC	LAB ANALYSIS - RSD	66211901 - 5301	\$ 4,000.00	0001
R1801130	HOFFMAN ANALYTIC SERVICES INC	LAB ANALYSIS - OECC	66211903 - 5301	\$ 14,000.00	0002
R1801130	HOFFMAN ANALYTIC SERVICES INC	LAB ANALYSIS - ALUM CREEK	66211904 - 5301	\$ 5,000.00	0003
R1801131	ARAMARK UNIFORM SERVICES	RENTAL & CLEANING OF UNIFORMS	66211901 - 5336	\$ 13,000.00	0001
R1801131	ARAMARK UNIFORM SERVICES	RENTAL & CLEANING OF MATS	66211903 - 5328	\$ 6,500.00	0002
R1801131	ARAMARK UNIFORM SERVICES	RENTAL & CLEANING OF MATS	66211904 - 5328	\$ 3,500.00	0003
R1801131	ARAMARK UNIFORM SERVICES	RENTAL & CLEANING OF MATS	66211905 - 5328	\$ 2,100.00	0004
R1801135	BECKMAN ENVIRONMENTAL SERVICES	ANNUAL COMMUNICATION	66211903 - 5330	\$ 4,000.00	0001

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INC	PACKAGE					
R1801135	BECKMAN ENVIRONMENTAL SERVICES INC	ANNUAL COMMUNICATION PACKAGE	66211904 - 5330	\$ 2,000.00		0002
R1801135	BECKMAN ENVIRONMENTAL SERVICES INC	ANNUAL COMMUNICATION PACKAGE	66211905 - 5330	\$ 1,000.00		0003
R1801135	BECKMAN ENVIRONMENTAL SERVICES INC	ANNUAL COMMUNICATION PACKAGE	66211912 - 5330	\$ 5,000.00		0004
R1801137	BEEMS BP DIST INC	FUEL FOR GENERATORS	66211903 - 5228	\$ 2,000.00		0001
R1801137	BEEMS BP DIST INC	FUEL FOR GENERATORS	66211904 - 5228	\$ 7,000.00		0002
R1801137	BEEMS BP DIST INC	FUEL FOR GENERATORS	66211905 - 5228	\$ 1,000.00		0003
R1801137	BEEMS BP DIST INC	FUEL FOR GENERATORS	66211912 - 5228	\$ 2,000.00		0004
R1801207	CENTRAL OHIO TIRE OF DELAWARE INC	VEHICLE PARTS AND SUPPLIES	66211901 - 5228	\$ 11,000.00		0001
R1801207	CENTRAL OHIO TIRE OF DELAWARE INC	VEHICLE REPAIRS	66211901 - 5328	\$ 5,000.00		0002
R1801208	CERTIFIED LABORATORIES	OPERATING SUPPLIES - RSD	66211901 - 5201	\$ 10,000.00		0001
R1801208	CERTIFIED LABORATORIES	SAFETY SUPPLIES - RSD	66211901 - 5225	\$ 1,000.00		0002
R1801217	CITY ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - OECC	66211903 - 5201	\$ 5,000.00		0001
R1801217	CITY ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - ALUM CREEK	66211904 - 5201	\$ 500.00		0002
R1801217	CITY ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - LOWER SCIOTO	66211905 - 5201	\$ 1,500.00		0003
R1801217	CITY ELECTRIC SUPPLY	ELECTRICAL SUPPLIES - PACKAGE PLANTS	66211912 - 5201	\$ 1,500.00		0004
Vote on Motion	Mr. Benton	Aye	Mr. Merrell	Aye	Mrs. Lewis	Aye

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RESOLUTION NO. 18-30

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

The Regional Sewer District is requesting that Zack Marsh, Brian Keener, Kevin Brutchey, and Kenneth Matlack attend an Ohio Commercial Pesticide Recertification Conference in Columbus, Ohio on February 23, 2018 at a total cost of \$436.00 (fund number 6621190).

The Dog Shelter is requesting that Charles Jones attend a MVC Midwest Veterinary Conference in Columbus, Ohio on February 22, 2018 at the cost of \$105.00.

The Dog Shelter is requesting that Daniel James attend a MVC Midwest Veterinary Conference in Columbus, Ohio on February 23, 2018 at the cost of \$105.00.

The Child Support Enforcement Agency is requesting that Joyce Bowens attend the OCDA Meetings scheduled for 2018 at no cost.

The Child Support Enforcement Agency is requesting that Tanya Kidd, Sherry Fluery, Wendy Shannon and Maren Aikey attend the OCDA Attorney Networking Meetings scheduled for 2018 at the cost of \$180.00 (fund number 23711630).

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

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RESOLUTION NO. 18-31

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, ANDREW P. WECKER, REQUESTING ANNEXATION OF 89.618 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mrs. Lewis, seconded by Mr. Benton to acknowledge that on January 4, 2018, the Clerk to the Board of Commissioners received an annexation petition request to annex 89.618 acres from Delaware Township to the City of Delaware.

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Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

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RESOLUTION NO. 18-32

IN THE MATTER OF APPROVING A CONTRACT RENEWAL AND AMENDMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY BOARD OF ELECTIONS, AND SCS CONSULTING SERVICES, LTD:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

Whereas, the Director and Deputy Director for the Board of Elections recommends approval of the following contract Renewal and Amendment;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract Renewal and Amendment with SCS Consulting Services, LTD:

2018 RENEWAL AND AMENDMENT OF CONTRACT FOR CONSULTING SERVICES

This 2018 Renewal and Amendment of Contract for Consulting Services (“Renewal”) is entered into this January 11, 2018 by and between the Board of Delaware County Commissioners (“Board”), whose principal place of business is located at 101 N. Sandusky St., Delaware, Ohio, the Delaware County Board of Elections (“BOE”), whose principal place of business is located at 2079 U.S. Highway 23 N., Delaware, Ohio 43015 (Board and BOE collectively “County”), and SCS Consulting Services, LTD (“SCS”) whose principal place of business is located at 7136 Hawksbeard Dr., Westerville, Ohio 43082. (Individually “Party,” collectively “Parties”).

WHEREAS, the Parties entered into a Contract for Consulting Services that expires on December 31, 2017 (hereinafter “Contract”); and,

WHEREAS, Section 6 of the Contract allows the Contract, upon written agreement of the Parties, to be renewed for successive one (1) year periods subject to the same terms and conditions provided in the Contract and upon any such terms and conditions as may be specifically agreed upon, added and/or amended in writing by the Parties; and,

WHEREAS, the Parties desire to renew and amend the Contract.

NOW THEREFORE, the Parties agree as follows:

- 1. RENEWAL. The term of the Contract is renewed for an additional one (1) year from the date following the date the Contract expired (January 1, 2017) through December 31, 2018.
- 2. RENEWAL MAXIMUM. The maximum amount payable pursuant to this Renewal is \$24,000.00. It is understood by the Parties that the actual amount paid may be less, based upon actual Services provided.
- 3. CERTIFICATION REGARDING FINDINGS FOR RECOVERY.

By signature of its authorized representative below, SCS hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

Samuel L. Kindred
President/Owner

- 4. CERTIFICATION REGARDING PERSONAL PROPERTY TAXES.

By signature of its authorized representative below, SCS hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

Samuel L. Kindred
President/Owner

- 5. UPDATED FORMS.

SCS shall complete and provide to the County new updated versions of the following:

- a. “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Renewal will prohibit the County from entering, proceeding with, and/or performing the Renewal. Such certification is attached as Exhibit A.

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Delaware County

This Second Amendment of the Contract For The Provision of Child Placement And Related Services is entered into this 11th day of January, 2018 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, and The Village Network (hereinafter "Provider") whose address is 2000 Noble Drive, Wooster, Ohio 44691(hereinafter collectively the "Parties.).

WHEREAS, the Parties entered into the Contract for The Provision of Child Placement and Related Services on December 22, 2016.

WHEREAS, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

- 1. The Parties agree to amend the Agreement to add the following Provisions:
 - A. The maximum amount payable pursuant to this Contract shall be increased to one hundred ninety one thousand dollars and no cents (\$191,000.00).
- 2. Signatures

Any person executing this Second Amendment in a representative capacity hereby warrants that he/she has authority to sign this Second Amendment or has been duly authorized by his/her principal to execute this Second Amendment on such principal's behalf.

- 3. Conflicts

In the event of a conflict between the terms of the Contract, the First Amendment, and this Second Amendment, the terms of the Second Amendment shall prevail.

- 4. Terms of Agreement Unchanged

All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 18-35

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN THOMAS J. ALTMAN AND EMMA M. ALTMAN, DAN C. BALTAS AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR14-1.23:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Thomas J. Altman and Emma M. Altman, and Dan C. Baltus for the project known as DEL-CR14-1.23

Now Therefore Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approve the contract of sale and purchase with Thomas J. Altman and Emma M. Altman, and Dan C. Baltas for the project known as DEL-CR14-1.23 as follows:

Thomas J. Altman and Emma M. Altman

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 11th day of January, 2018, Thomas J. Altman and Emma M. Altman, Husband and Wife, whose address is 2321 E. Powell Rd., Lewis Center, OH 43035, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
62 WD, CH, SL, T

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DEL-CR14-1.23

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of \$14,451.00 which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. 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 date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, whatever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER 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 or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER 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 CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the

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PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER 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, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Dan C. Baltas

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

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WITNESSETH: On this 11th day of January, 2018, Dan C. Baltas, unmarried, whose address is 1846 E. Powell Rd., Lewis Center, OH 43035, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
21 WD, CH, SL, T
DEL-CR14-1.23

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of \$19,600.00 which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (F) All title, rights, and interest in and to the PROPERTY; and,
- (G) For damages to any residual lands of the SELLER; and,
- (H) For SELLER's covenants herein; and,
- (I) For expenses related to the relocation of the SELLER, their family, and business; and,
- (J) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. 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 date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, whatever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER 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 or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such

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execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.

9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER 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, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Section 2. The Board approves a Purchase Order and Voucher for the above contracts.

Vote on Motion Mrs. Lewis Mr. Benton Mr. Merrell

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RESOLUTION NO. 18-36

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR REPLAT OF RIVER ROCK FARMSLOTS 5259 AND 5260:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

Whereas, Paul Craver and Phyllis Craver have submitted the Plat of Subdivision (“Plat”) for Replat of River Rock Farms Lots 5259 and 5269, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on November 27, 2017; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on November 27, 2017; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on November 28, 2017; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on November 28, 2017; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on December 28, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Replat of River Rock Farms Lots 5259 and 5260

Replat of River Rock Farms Lots 5259 and 5260

Situated in the State of Ohio, County of Delaware, Township of Liberty and in Farm Lots 1 (0.678 Ac) and 2 (8.612 Ac), Quarter Township 4, Township 3, Range 19, United States Military Lands, containing 9.290 acres of land, more or less, said 9.290 acres being a resubdivision of Lots 5259 and 5260 of the subdivision entitled “River Rock Farms” of record in Official Record 1262, Page 18, said Lots 5259 and 5260 being a part of that tract of land conveyed to Paul Craver and Phyllis Craver, by Deed of Record in Official Record 1039, Page 1046, Recorder’s Office, Delaware County, Ohio. Cost: \$6.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

13

RESOLUTION NO. 18-37

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

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following work permits:

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:

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Permit #	Applicant	Location	Type of Work
U17-163	Spectrum	Perry Road	Place cable in ROW
U17-164	Aspire Energy	S. County Line Road	Road Bore
U17-165	Spectrum	Cheshire Road	Place cable in ROW
U17-166	Spectrum	Enterprise Drive	Place cable in ROW
U17-167	Columbia Gas	Liberty Trace 2B	Tie into existing gas main
U17-168	Del-Co Water	Russell Road	Road bore
U17-169	Columbia Gas	Lakeview Drive	Install gas main

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

14
GLENN MARZLUF, GENERAL MANAGER DEL-CO WATER;
PRESENTATION WATER UTILITIES UPDATES

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-We are looking forward to the internal kick-off of the TRACK-IT system approved by the Board the second week of January.

16
COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

-Attended the CCAO Taxation/Finance Committee meeting. House Bill 415 proposes to give back to the counties 50% of the state's budget surplus to be used for road improvements. Rob Riley, Deputy Engineer spoke to his concerns about the Bill.

-Will be attending the TID meeting is this afternoon before the MORPC policy meeting.

Commissioner Lewis

-Delaware County was featured in the NaCo newsletter. Too bad the news wasn't good. The article states that foster care needs have increased due to the opioid crisis.

Commissioner Merrell

-Will be attending both the TID meeting and the MORPC Policy Meeting today.

17
RESOLUTION NO. 18-38

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby adjourns into executive session for consideration of employment; compensation of a public employee or public official; to consider the purchase of property for public purposes; for pending or imminent litigation.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 18-39

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn out of Executive Session.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

RECESS UNTIL 9:00 AM. FRIDAY, JANUARY 12, 2018/ RECONVENE AT 9:02 AM FRIDAY, JANUARY 12, 2018

RESOLUTION NO. 18-40

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby adjourns into executive session for consideration of pending or imminent litigation.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

RESOLUTION NO. 18-41

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn out of Executive Session.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners