

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 5, 2018

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

**Present:**  
Gary Merrell, President  
Jeff Benton, Commissioner

**Absent:**  
Barb Lewis, Vice President

**1**  
RESOLUTION NO. 18-212

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 1, 2018:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 1, 2018; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 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              Absent              Mr. Benton              Aye

**2**  
PUBLIC COMMENT

**3**  
ELECTED OFFICIAL COMMENT  
Auditor George Kaitsa, Introducing Superintendent Akil Hardy

**4**  
SUPERINTENDENT AKIL HARDY, OHIO DEPARTMENT OF COMMERCE  
Information About The Unclaimed Funds Event  
Willis Building Conference Room From 10 A.M. To 3 P.M.

**5**  
RESOLUTION NO. 18-213

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0302:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0302 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
House of Security	Supplies Facilities Department	10011105-5260	\$7,000.00

<b>PR</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>
R1802469	HARRIS INDUSTRIAL SERVICES LLC	REPAIRS FOR MIXERS AT ALUM CREEK	66211904 - 5328	\$20,000.00
R1802490	MCNAUGHTON MCKAY INC	ALLEN BRADLEY SOFT STARTS	66211903 - 5428	\$23,268.60

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

**6**  
RESOLUTION NO. 18-214

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

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The Code Compliance Department is requesting that Duane Matlack, Ross Bigelow, Andrew Shorter, Ed Spiers, Dave Diehl, Chris Stanich and Fred Fowler attend a 2018 Ohio Building Officials Association Annual Conference & Training in Dublin, Ohio from March 18-20, 2018 at the cost of \$1,735.00 (fund number 10011301).

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

**7**

**RESOLUTION NO. 18-215**

**IN THE MATTER OF APPROVING ADDENDUMS TO THE COMMUNITY-BASED CORRECTIONS PROGRAM AGREEMENTS:**

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

Whereas, Adult Court Services Director and staff recommend approval of the addendums to the Community-Based Corrections Program Agreements;

Therefore Be it Resolved, the Board approves the following addendums to the Community-Based Corrections Program Agreements:

**ADDENDUM TO  
COMMUNITY-BASED CORRECTIONS PROGRAM  
407 SUBSIDY GRANT AGREEMENT**

This Addendum is between the State of Ohio, Department of Rehabilitation and Correction, and Delaware County. It modifies the fiscal year 2018 Community-Based Corrections Program 407 subsidy grant agreement in the amount of \$265,171.00. The grant award shall be increased by \$66,293.00 to \$331,464.00 effective on the date approved by the Deputy Director of the Division of Parole and Community Services in the Ohio Department of Rehabilitation and Correction. Total expenditures for Fiscal Year 2018 (July 1, 2017 to June 30, 2019) will not in any case exceed \$331,464.00.

**ADDENDUM TO  
COMMUNITY-BASED CORRECTIONS PROGRAM  
407 SUBSIDY GRANT AGREEMENT**

This Addendum is between the State of Ohio, Department of Rehabilitation and Correction, and Delaware County. It modifies the fiscal year 2018 Community-Based Corrections Program 407 subsidy grant agreement in the amount of \$152,000.00. The grant award shall be increased by \$38,000.00 to \$190,000.00 effective on the date approved by the Deputy Director of the Division of Parole and Community Services in the Ohio Department of Rehabilitation and Correction. Total expenditures for Fiscal Year 2018 (July 1, 2017 to June 30, 2019) will not in any case exceed \$190,000.00.

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

**8**

**RESOLUTION NO. 18-216**

**IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR THE MEADOWS AT HOME ROAD:**

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

Whereas, the construction of new sanitary sewers at the The Meadows At Home Road have been completed to meet Delaware County Sewer District requirements; and

Whereas, the Sewer District has received the necessary items required by the Subdivider’s Agreement; and

Whereas, the Sanitary Engineer recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

<b>The Meadows At Home Road</b>	1210’ of 8- inch sewer	\$165,640.78
	525’ of 4” F/M	\$ 12,720.75
	10- manholes	\$ 14,616.78

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

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved

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financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider's agreement for the five-year maintenance period for the above sanitary sewer improvements.

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

**9**

**RESOLUTION NO. 18-217**

**IN THE MATTER OF APPROVING A 2018 SAFETY STUDY AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION:**

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

WHEREAS, the County Engineer has obtained federal transportation funding from ODOT to pay for a portion of the cost of a safety study of the intersections of State Route 3 and Lewis Center Road, and U.S. Route 36 and Carter's Corner Road to determine any traffic and pedestrian safety problems and to determine solutions; and

WHEREAS, an agreement specifying the mutual responsibilities of the County and ODOT is required for receipt of ODOT funding:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, Ohio that the following agreement is approved and the County Engineer is authorized to act on behalf the Board of Commissioners to administer and carry out the county obligations under this agreement:

CFDA No. 20.205  
PID NO. 106255  
AGREEMENT NO. 31416

**LPA SAFETY STUDY AGREEMENT**

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter referred to as the LPA.

**1.        PURPOSE**

- 1.1        Section 402 of the United States Code provides states with Federal funds to conduct highway safety programs and the funds apportioned to Ohio under Section 402 are administered by ODOT.
- 1.2        Section 5501.03(A)(3) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities as necessary to carry out its duties, powers and functions, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3        A Traffic Study ("STUDY") has been selected for funding, having received Federal Highway Administration, ("FHWA"), approved authorization.
- 1.4        The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the STUDY and to establish the responsibilities for the local administration of the STUDY.

**2.        LEGAL REFERENCES**

- 2.1        This Agreement is established pursuant to Section 5501.03(A)(3) of the Ohio Revised Code and all applicable federal, state, and local laws and regulations.

**3.        FUNDING**

- 3.1        The total cost for the STUDY is estimated to be \$24,000.00. ODOT shall provide to the LPA 90% percent of the eligible costs, up to a maximum of \$21,600.00 in Federal funds. This maximum amount reflects the funding limit for the STUDY set by the applicable Program Manager.
- 3.2        This Agreement operates on a reimbursement basis only. The costs must first be incurred by the LPA. Costs claimed for reimbursement are to be true costs incurred in executing the Study and are to be eligible, allowable allocable, reasonable, necessary, and consistent. Final determination of cost eligibility shall rest with ODOT.
- 3.3        Invoices for reimbursement may be submitted on a quarterly basis, unless other arrangements have been agreed upon by the parties. All invoices must include detailed expenditures and documentation as required

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by ODOT. For reporting purposes, quarters are defined as ending with the last day of the following months: December, March, June, and September.

- 3.4 All invoices shall be paid within thirty (30) days following receipt. If any invoice is not acceptable, the time for prompt payment is suspended. ODOT will either promptly provide the LPA with a clear statement regarding any specific cost ineligibility, or inform the LPA of any invoice deficiencies that must be eliminated prior to acceptance, processing, or payment by ODOT. If such notification is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.
- 3.6 Within thirty (30) days after completion of all work under this Agreement, the LPA shall submit to ODOT a detailed final bill, based on work order accounting covering the actual costs of work performed, and showing where accounts may be audited.
- 3.7 All billing shall conform to ODOT Specifications for Consultant Services requirements and procedures. Any reimbursable travel-related expenses shall be paid in accordance with the requirements and rates as set forth in Rule 126-1-02 of the Ohio Administrative Code, as updated from time to time.
- 3.8 Request for reimbursement to the LPA and copies of all final reports shall be submitted to:

Andrea Stevenson  
Administrator, Office of Local Programs  
Mail Stop #3180  
Ohio Department of Transportation  
1980 West Broad Street  
Columbus, Ohio 43223

- 3.9 Reimbursement to the LPA shall be submitted to:

Chris E. Bauserman, P.E., P.S.  
Delaware County Engineer  
50 Channing Street  
Delaware, Ohio 43015-2050

4. OBLIGATIONS OF THE LPA

- 4.1 The LPA must engage the services of a consultant to perform the services provided in this Agreement. Consultant selection procedures must comply with sections 153.65 through 153.71 of the Ohio Revised Code, and Federal Regulation 23 CFR 172.
- 4.2 The LPA shall submit to ODOT a copy of all contracts and procurements with any one vendor or consultant in excess of a combined total of \$5,000. All such contracts and procurements shall be subject to the same laws, regulations, and policies that govern this agreement.
- 4.3 The LPA shall review all consultant invoices for the scoped services to ensure accuracy in both amount and in relation to the progress made. The LPA shall submit to ODOT a written request for reimbursement of the Federal share of the expenses involved, according to the cost sharing provisions of this Agreement, attaching copies of all source documentation associated with pending invoices or costs in accordance with the Funding Section noted above.
- 4.4 The LPA shall submit a final comprehensive annual activity report to ODOT no later than November 1, 2018. All final reports shall be accompanied by a properly documented final claim for reimbursement. Any final reports received after November 1 will result in a 10% deduction to the final claim for reimbursement. If any final report is received after December 1, 2018 the final claim will not be reimbursed.

5. EXPIRATION AND TERMINATION PROVISIONS

This Agreement commences on the date of the last signature here to and shall expire on June 30, 2018. ODOT shall have the right and obligation to renew the Agreement for an additional six months commencing on July 1, 2018 and terminating on December 31, 2018. Subject to any change in the dates of the State's fiscal year, ODOT shall be deemed to have exercised its right to renew the term of the Agreement for six months, and the Agreement shall be renewed, upon the effectiveness of the appropriation of funds for the new fiscal year.

- 5.2 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 5.3 In the event of termination, the LPA shall be entitled to compensation, upon submission of a proper invoice,

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for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

5.4 If in the event that any dispute arises between ODOT and the LPA concerning interpretation of, or performance pursuant to this Agreement, such dispute shall be resolved solely and finally by the Director of Transportation.

6. GENERAL PROVISIONS

6.1 This Agreement and any attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are suspended by this Agreement. Neither this contract nor any rights, duties or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party. Any change to the provisions of this agreement must be made in a written amendment executed by both parties.

6.2 The LPA shall be audited in accordance with the Ohio Revised Code and/ or OMB Circular A-133. If the audit is not conducted by ODOT, ODOT shall receive a copy of the Auditor’s report within 30 days after receipt by the LPA.

6.3 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.

6.4 It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available to the State by FHWA.

6.5 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf.

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

**10**

**RESOLUTION NO. 18-218**

**IN THE MATTER OF APPROVING CONTRACTS OF SALE AND PURCHASE BETWEEN THE BOARD OF EDUCATION OF THE OLENTANGY LOCAL SCHOOLS, AND KAREN E. EVERLY AND MATTHEW R. EVERLY AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR106-0.44:**

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with The Board of Education of The Olentangy Local Schools, and Karen E. Everly and Matthew R. Everly for the project known as DEL-CR106-0.44

Now Therefore Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approve the contract of sale and purchase with The Board of Education of The Olentangy Local Schools, and Karen E. Everly and Matthew R. Everly for the project known as DEL-CR106-0.44 as follows:

**The Board of Education of the Olentangy Local Schools**

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

**WITNESSETH:** On this 5<sup>th</sup> day of March, 2018, the Board of Education of the Olentangy Local School District, whose address is 814 Shanahan Road, Suite 100, Lewis Center, Ohio 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 N. Sandusky Street, Delaware, OH 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)  
005-WD – DEL-CR106-0.44 Lewis Center Road and North Road Improvements

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

**TERMS OF PURCHASE:**

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1. PURCHASER promises and agrees to pay to the SELLER the total sum of Fifty-Four Thousand Six Hundred Forty-One and no/100 Dollars (\$54,641.00) 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, what ever 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 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

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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.

**Karen E. Everly and Matthew R. Everly**

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

**WITNESSETH:** On this 5<sup>th</sup> day of March, 2018, Karen E. Everly and Matthew R. Everly, whose address is 6000 North Road, 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 N. Sandusky Street, Delaware, OH 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

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See Attached Exhibit A (Property Description)  
024-WD, T – DEL-CR106-0.44 Lewis Center Road and North Road Improvements

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 Fifteen Thousand Four Hundred Eighty-One and no/100 Dollars (\$15,481.00) 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, what ever 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.

Section 2. The Board approves Purchase Orders and Vouchers for the above contracts.

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

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**11**

**RESOLUTION NO. 18-219**

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

It was moved by Mr. Benton, seconded by Mr. Merrell 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:

<b>Permit #</b>	<b>Applicant</b>	<b>Location</b>	<b>Type of Work</b>
U18-021	Del-Co Water	Murphy Road	Install Waterline
U18-022	Del-Co Water	Ross Road	Road Bore
U18-023	Columbia Gas	Old 3 C Highway	Relocate gas main

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

**12**

**RESOLUTION NO. 18-220**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR LIBERTY BLUFF SECTION 1:**

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

Whereas, Liberty Bluff Development Company, LLC has submitted the Plat of Subdivision (“Plat”) for Liberty Bluff Section 1, 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 8, 2017; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformation with its rules and regulations and approved said Plat on November 7, 2017;

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 8, 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 8, 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 1, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Liberty Bluff Section 1

**Liberty Bluff Section 1**

Situated in the Township of Liberty, County of Delaware, State of Ohio, and being part of Farm Lot 8, Quarter Township 1, Township 3, Range 19, U.S Military Survey Lands, and being the same tract as conveyed to Liberty Bluff Development Company, LLC, as described in Deed Book 1400, Page 1163, Deed Book 1400, Page 1165 and Deed Book 1400, age 1167. Cost: \$117.

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

**13**

**RESOLUTION NO. 18-221**

**IN THE MATTER OF ESTABLISHING MAINTENANCE BONDS FOR OLENTANGY FALLS SECTION 4A, OLENTANGY FALLS SECTION 5, AND LIBERTY BLUFF SECTION 1; AND ESTABLISHING MAINTENANCE BOND AND RELEASING CONSTRUCTION BOND FOR CLARK SHAW MOORS SECTION 1**

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

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**Olentangy Falls Section 4A and Olentangy Falls Section 5**

WHEREAS, the roadway construction has been completed for the projects known as Olentangy Falls Section 4A and Olentangy Falls Section 5 (“Projects”); and

WHEREAS, as the result of The Engineer’s recent field review of the Projects, The Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, The Engineer recommends that in accordance with the Owner’s Agreement the Maintenance Bonds be set at **\$35,500 for Section 4A and \$74,800 for Section 5** (10% of the original construction estimates) and the Projects be placed on the required one year maintenance period; and

WHEREAS, Olentangy Falls, Ltd. (“Owner”) has provided Maintenance Bonds in the amount of \$35,500 for Section 4A and \$74,800 for Section 5 as surety to cover the one year maintenance period.

Now Therefore Be It Resolved that The Delaware County Board of Commissioners (Board) accepts the Maintenance Bonds in the amount of \$35,500 and \$74,800 for the Projects and place the Projects on the required one year maintenance period.

**Liberty Bluff Section 1**

WHEREAS, the roadway construction has been completed for the project known as Liberty Bluff Section 1 (“Project”); and

WHEREAS, as the result of The Engineer’s recent field review of the Project, The Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, The Engineer recommends that in accordance with the Owner’s Agreement the Maintenance Bond be set at **\$191,000** (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, Liberty Bluff Development Company, LLC (“Owner”) has provided a Maintenance Bond in the amount of \$191,000 as surety to cover the one year maintenance period.

Now Therefore Be It Resolved that The Delaware County Board of Commissioners (Board) accepts the Maintenance Bond in the amount of \$191,000 for the Project and place the Project on the required one year maintenance period.

**Clark Shaw Moors Section 1**

WHEREAS, the roadway construction has been completed for the project known as Clark Shaw Moors Section 1 (“Project”); and

WHEREAS, as the result of The Engineer’s recent field review of the Project, The Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period; and

WHEREAS, The Engineer recommends that in accordance with the Owner’s Agreement the Maintenance Bond be set at **\$144,500** (10% of the original construction estimate) and the Project be placed on the required one year maintenance period; and

WHEREAS, M/I Homes of Central Ohio, LLC (“Owner”) has provided a Maintenance Bond in the amount of \$144,500 as surety to cover the one year maintenance period; and

WHEREAS, The Engineer recommends that in accordance with the Owner’s Agreement, the Construction Bond being held as surety for the Project be returned to the Owner.

Now Therefore Be It Resolved that The Delaware County Board of Commissioners (Board) accepts the Maintenance Bond in the amount of \$144,500 for the Project, place the Project on the required one year maintenance period and return the construction bond being held for the Project to the Owner.

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

**14**

**RESOLUTION NO. 18-222**

**IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS OLD HARBOR ESTATES, SOUTH OLD STATE ROAD WIDENING:**

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

Whereas, on December 29, 2014, the Board of County Commissioners (the “Board”) entered into an Owner’s Agreement with Old Harbor Estates, LLC (“Owner”) for the project known as Old Harbor Estates, South Old State Road Widening (“Improvement”); and

Whereas, the County Engineer has inspected the Improvement and finds it to be constructed in accordance with the approved plans; and

Whereas, the County Engineer recommends the Board accept the Improvement in accordance with the Owner’s Agreement and release the bond being held as construction surety to the Owner;

Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvement in accordance with the Owner’s Agreement and releases the bond being held as construction surety to the Owner.

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

**15**

**RESOLUTION NO. 18-223**

**IN THE MATTER OF APPROVING A MODIFICATION TO THE PROFESSIONAL SERVICES CONTRACT WITH IBI GROUP, INC. FOR THE PROJECT KNOWN AS DEL-CR106-0.44, LEWIS CENTER & NORTH ROAD IMPROVEMENTS:**

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

WHEREAS, the Board declared necessity for Improvements to Lewis Center Road and approved a contract for design of the Improvements by resolution #16-60; and

WHEREAS, the County Engineer has determined that additional design services are required to complete the plans, specifications and estimates for the Improvement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, that the following is approved:

**ENGINEERING SERVICES AGREEMENT  
(MODIFICATION #1)  
Contract #E1034-2**

This Agreement is made and entered into this 5th day of March, 2018, by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and **IBI Group Inc., 635 Brookside Boulevard, Westerville, Ohio 43081** (“Consultant”), hereinafter collectively referred to as the “Parties,” shall be known as “Modification #1” and shall modify the “Prime Agreement” approved on **January 28, 2016** as follows:

**1 SERVICES PROVIDED BY CONSULTANT**

1.1 The Consultant will provide “Services” in connection with the following “Project”:

DEL-CR106-0.44, Lewis Center and North Road Improvements.

1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances and under the general direction of the Delaware County Engineer.

1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:

- Scope of Services revised November 13, 2015
- Fee Proposal revised November 13, 2015
- Lewis Center Road E1034-1 Fee Proposal Dated 1-12-2018

**2 AGREEMENT AND MODIFICATIONS**

2.1 The Prime Agreement and any prior agreements or modifications between the Parties relating to the Project are listed below:

Prime agreement E1034-1, approved by County Commissioner resolution #16-60

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- 2.2 The Prime Agreement as modified herein, and including all prior modifications and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.
- 2.3 Unless stated otherwise in the Scope of Services, all services authorized by the County under any prior agreement(s) listed above are to be completed by the Consultant prior to initiating additional Services under this Agreement.

**3 FEES AND REIMBURSABLE EXPENSES**

- 3.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1 and as follows:
- 3.2 Total compensation under this Agreement, including all prior agreements listed in Section 2, shall not exceed **\$566,805** without subsequent modification.
- 3.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

**4 NOTICES**

- 4.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County Engineer:

Name: Chris Bauserman, P.E., P.S.  
Attn: Robert Riley, P.E., P.S.

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400

Email: rriley@co.delaware.oh.us

Consultant:

Name of Principal in Charge: Mike Murray

Address of Firm: 635 Brooksedge Boulevard

City, State, Zip: Westerville, Ohio 43081

Telephone: 614-818-4900

Email: ryan.hutson@ibigroup.com

**5 REMAINING PROVISIONS**

- 5.1 All remaining terms of the Prime Agreement shall remain in full force and effect.

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

**16**

**ADMINISTRATOR REPORTS**  
Mike Frommer, County Administrator  
-No reports

**17**

**COMMISSIONERS' COMMITTEES REPORTS**  
Commissioner Benton  
-There has been quite an interest in the sale of the Old Jail.  
-Tomorrow there will be a Lifetime of Giving Event at SourcePoint hosted by Delaware County Board of Developmental Disabilities.

Commissioner Merrell

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-No reports

**18**

**RESOLUTION NO. 18-224**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:**

It was moved by Mr. Benton, seconded by Mr. Merrell 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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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 confidential information related to economic development.

Section 2. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 3. The Board hereby finds and determines that the information listed in Section 2 is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 4. The Board hereby finds and determines that the executive session held pursuant to Section 2 is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

**RESOLUTION NO. 18-225**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

**Recess at 10:25 AM/Reconvene at 1:03 PM**

**RESOLUTION NO. 18-226**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION FOR AN APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

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

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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 for an appointment of a public employee or public official.

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

**RESOLUTION NO. 18-227**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

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

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners