

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 15, 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

9:45 A.M. Final Hearing By The Commissioners For The Wedgewood Subdivision Sections 2, 3, 3a, 4, 5, 7, 8, 9 Drainage Maintenance Improvement Petition Project

1
RESOLUTION NO. 18-262

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 12, 2018:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 12, 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

Harold Wolford, Vietnam Veterans of America, Chapter 1095, thanking the commissioners for the grant money which has allowed them to purchase a trailer to transport their items to and from events. Mr. Wolford also invited them to an event held on the front lawn of the Historic Courthouse on March 24, 2018 at noon.

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 18-263

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0314:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0314 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Fishel Hass Kim Albrecht	Legal Services	10011108-5305	\$12,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1802184	BUCKEYE RANCH INC	PLACEMENT CENTER 2# AMENDMENT	22511607 - 5342	\$53,000.00
R1802612	STRATEGIC BENEFIT DESIGN LLC	Consulting fees	60211902 - 5301	\$10,000.00
R1802677	PHOENIX SAFETY OUTFITTERS LLC	RESCUE GEAR PURCHASE	10011303 - 5225	\$105,000.00

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

5
RESOLUTION NO. 18-264

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 15, 2018**

The Emergency Medical Department is requesting that Assistant Chief Eric Burgess, Captain Jude James and Lieutenant Keith Gordon attend an EMS Leadership Conference in Columbus, Ohio on March 23, 2018 at no cost.

The Emergency Medical Department is requesting that Julie Page attend an ITLS Ohio Emergency Care Conference and Pediatric Pre-con in Columbus, Ohio from April 12-15, 2018 at the cost of \$325.00 (fund number 10011303).

The Emergency Medical Department is requesting that Lieutenant Glen Keating attend and ITLS Ohio Emergency Care Conference and Airway Pre-con in Columbus, Ohio from April 12-15, 2018 at the cost of \$400.00 (fund number 10011303).

The Emergency Medical Department is requesting that Josh Harper attend an ITLS Emergency Care Conference and Leadership Pre-con in Columbus, Ohio from April 12-15, 2018 at the cost of \$400.00 (fund number 10011303).

The Emergency Medical Department is requesting that Frank Meredith, Steve Alexander and Archna Tolbergte attend an ITLS Ohio Emergency Care Conference in Columbus, Ohio from April 12-15, 2018 at the cost of \$750.00 (fund number 10011303).

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

**6
RESOLUTION NO. 18-265**

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE KINGSTON TOWNSHIP WATERSHED #2017-2 DRAINAGE IMPROVEMENT PETITION FILED BY DAVE SMITH AND OTHERS:

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

WHEREAS, on January 26, 2018, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Dave Smith and Others, to:

1. Generally improve the drainage, both surface and subsurface, to a good and sufficient outlet, by replacing, repairing, and/or altering the existing improvement as required and/or creating new surface and subsurface drainage ditches, mains, or laterals as requested by this petition. (The drainage currently jumps watershed).
2. In Delaware County, Kingston Township within the Kingston Township Watershed #2017-2 Watershed and generally following but not limited to the course and termination of existing improvements.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer’s cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that **Monday April 23, 2018 at 1:30P.M.**, in the vicinity 9225 Todd Street Rd, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That the **Thursday July 19, 2018 at 10:00A.M.** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

**7
RESOLUTION NO. 18-266**

IN THE MATTER OF EXTENDING THE FILING DATE FOR THE FILING OF PLANS, REPORTS, AND SCHEDULES FOR THE RIBOV #620 WATERSHED DRAINAGE IMPROVEMENT PETITION PROJECT:

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

Whereas, Resolution No. 15-525 granted the prayer of the petition and directed the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for The Ribov #620 Watershed Drainage Improvement

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 15, 2018

Petition Project; and

Whereas, the resolution references the date of March 9, 2017 for filing of the reports, plans, and schedules; and

Whereas, Resolution No. 17-188 extended the filing date for the filing of plans, reports, and schedules for the Ribov #620 Watershed Drainage Improvement Petition Project to March 9, 2018; and

Whereas, additional time is required to allow for field survey, design, engineer review; and

Whereas, upon filing of the reports, plans, and schedules, the Board of County Commissioners shall set a date and time for a public hearing for the Ribov #620 Watershed Drainage Improvement Petition Project; and

Therefore Be It Resolved that the Board of County Commissioners approves March 9, 2019 as the date for filing of the reports, plans, and schedule for the Ribov #620 Watershed Drainage Improvement Petition Project.

Further Be It Resolved, upon filing of the reports, plans, and schedule for the Ribov #620 Watershed Drainage Improvement Petition Project the Clerk of the Board of Commissioners will prepare a resolution setting the date and time of the Public Hearing for a date after 25 days and before 90 days from the filing date of the reports, plans, and schedules.

Further Be It Resolved, that proper notification will be given to property owners in the affected watershed of the date and time of the hearing for the Ribov #620 Watershed Drainage Improvement Petition Project.

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

8
RESOLUTION NO. 18-267

IN THE MATTER OF APPROVING THE PURCHASE OF NETWORK FIREWALL INSTALLATION SERVICES:

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

WHEREAS, the County Auditor Data Processing department recently purchased Palo Alto 5220 security appliances to more effectively prevent security threats; and

WHEREAS, the existing Cisco ASA 5520 is greater than 5 years old and no longer meets the needs and requirements of the county; and

WHEREAS, the county desires to engage the services of Presidio for installation services of the Palo Alto 5220 appliances; and

WHEREAS, the Board participates in the State of Ohio’s cooperative purchasing program (the “Program”), and the necessary services are available for purchase through the Program;

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

Section 1. The Board hereby approves the purchase of services for the design, planning, implementation and migration from the current Cisco ASA 5220 to the new Palo Alto 5220’s.

Section 2. The Board hereby declares that the purchase approved in Section 1 shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in State of Ohio Index #STS-033, Contract #534384, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 3. The Board hereby approves a purchase order in the amount of \$26,396.54 to Presidio.

Section 4. This Resolution shall take effect immediately upon adoption.

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

9
RESOLUTION NO. 18-268

IN THE MATTER OF ADOPTING A CONTRACT FOR GLOBAL POSITIONING SYSTEM ELECTRONIC MONITORING SERVICES AND EQUIPMENT FOR DELAWARE COUNTY ADULT COURT SERVICES:

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

PREAMBLE

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 15, 2018

WHEREAS, Delaware County Adult Court Services (“ACS”) is in need of purchasing and/or leasing Global Positioning System Electronic Monitoring Services and Equipment (“GPS Equipment and Services”); and,

WHEREAS, ACS pursuant to Revised Code § 2301.27(B)(1)(b), by and through the Delaware County Board of County Commissioners (“Board”), may contract for the provisions of probation and supervisory services; and

WHEREAS, the Board, pursuant to Revised Code § 9.48, may participate in a joint purchasing program operated by or through a national or state association of political subdivisions in which the purchasing political subdivision is eligible for membership; and

WHEREAS, the needed GPS Equipment and Services is available for purchase and/or lease via NASPO Valuepoint, a national cooperative purchasing organization; and

WHEREAS, NASPO ValuePoint may be used by all state agencies, political subdivisions, and institutions of higher learning authorized by state statute to enter into statewide contracts in the State of Ohio; and

WHEREAS, Attenti US Inc. (Formerly 3M Electronic Monitoring) successful completed the competitive bidding process as set forth in the State of Washington’s Cooperative Purchasing Program to provide Electronic Monitoring;

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

Section 1. The Board has reviewed Master Agreement #00212, by and through the State of Washington’s Cooperative Purchasing Program, along with any and all exhibits/amendments and the Participating Addendum, which are incorporated herein by this reference as if fully written, and hereby authorizes the purchase and/or lease of GPS Equipment and Service by its signature of the Participating Addendum with Attenti US INC.

Section 2. The purchase authorized in Section 1 hereof shall be subject to the contract and terms and conditions for Master Agreement #00212 let by the State of Washington’s Cooperative Purchasing Program along with any and all exhibits/amendments and the Participating Addendum with Attenti US INC.

Section 3. This Resolution shall take effect immediately upon adoption.

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

10

RESOLUTION NO. 18-269

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR HOWARD FARMS SECTION 1 PHASES A & B:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval.

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the sanitary sewer improvement plans for Howard Farms Section 1 Phases A & B for submittal to the Ohio EPA for their approval.

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

11

RESOLUTION NO. 18-270

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY (EMA):

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

Whereas, the Director of Delaware County EMA recommends approval of Supplemental Appropriations;

Whereas, Delaware County EMA has received grant funding for a severe weather shelter at Delaware State Park, which is nearing the end of construction;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve a Supplemental Appropriations for Delaware County EMA:

Supplemental Appropriations	Amount
21681309 HMGP SAFE ROOM PROJECT 5365 GRANT RELATED SERVICES	\$363,698.38

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 15, 2018**

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

13

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-No reports

14

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-The Vietnam Veterans of America Chapter 1095 will be honoring Larry Cline at tonight's meeting held at the Wendy's off of South Sandusky Street at 6:30 PM.

Commissioner Benton

-Listened to the CCAO webinar about concerning guns, marijuana and background checks. Jonathan Downes was one of the presenters. Seems to be a very complicated matter.

-The State of the County was held on Tuesday. It went very well. The video of aerial photos that Travis Reis provided is online on our YouTube Channel.

-Today is the Third Thursday lunch for the Chamber of Commerce. We will be presenting a revised version of the State of the County.

-Will be attending the CCAO Tax and Finance Committee meeting this afternoon.

-Will be meeting the Northwest Neighborhood Association tonight to discuss the sale of the Old Jail.

-The NCAA tournaments start today at noon. Ohio State plays at 4:00 PM

Commissioner Merrell

-Attended the official signing of the Entrepreneurial Center this morning at the Oak & Brazen Wine Company put on by Delaware Does.

-Attended the Area 7 luncheon with DKMM yesterday.

-Will be attending the Developmental Disabilities board meeting tonight to swear in the new board member.

-Will be attending the 9-1-1 Board Meeting today at 2:00 PM

- Today is the Third Thursday lunch for the Chamber of Commerce.

-Will be attending the CCAO Board Meeting tomorrow morning at 10:00 AM.

12

RESOLUTION NO. 18-271

9:45A.M. FINAL HEARING FOR THE WEDGEWOOD SUBDIVISION SECTIONS 2, 3, 3A, 4, 5, 7, 8, 9 DRAINAGE MAINTENANCE IMPROVEMENT PETITION PROJECT:

It was moved by Mr. Benton, seconded by Mrs. Lewis to open the hearing at 9:53 A.M.

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

12 continued

RESOLUTION NO. 18-272

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

12 continued

RESOLUTION NO. 18-273

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE WEDGEWOOD SUBDIVISION SECTIONS 2, 3, 3A, 4, 5, 7, 8, 9 DRAINAGE MAINTENANCE IMPROVEMENT PETITION PROJECT:

It was moved by Mr. Benton, seconded by Mrs. Lewis to close the hearing at 10:02 A.M.

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

12 continued

RESOLUTION NO. 18-274

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 15, 2018**

IN THE MATTER OF COMMISSIONERS AFFIRMING THE ORDER AND CONFIRMING THE ASSESSMENTS FOR THE WEDGEWOOD SUBDIVISION SECTIONS 2, 3, 3A, 4, 5, 7, 8, 9 DRAINAGE MAINTENANCE IMPROVEMENT PETITION PROJECT:

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

Whereas, on July 11, 2017, a Drainage Improvement Petition for The Wedgewood Subdivision Sections 2, 3, 3A, 4, 5, 7, 8, 9 Project was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on December 7, 2017 with Resolution NO. 17- 1298 found in favor of the improvement and directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For The Wedgewood Subdivision Sections 2, 3, 3A, 4, 5, 7, 8, 9 Drainage Maintenance Improvement Project, and

Whereas, the Board on August 17, 2017, held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Wedgewood Subdivision Sections 2, 3, 3a, 4, 5, 7, 8, 9 Drainage Maintenance Improvement Project; And

Whereas, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements.

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Delaware County, Ohio as follows:

The Board hereby finds that the proposed improvement (maintenance assessment) is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement (maintenance assessment) will be less than the benefits. Accordingly, the Board hereby affirms its order granting the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer, and

This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

FURTHER BE IT RESOLVED, The maintenance fund shall be maintained, as needed, by an assessment levied not more often than once annually upon the benefited owners, as defined in [section 6131.01](#) of the Revised Code, apportioned on the basis of the estimated benefits for construction of the improvement. An assessment shall represent such a percentage of the estimated benefits as is estimated by the engineer and found adequate by the board or joint board to effect the purpose of [section 6137.02](#) of the Revised Code, except that at no time shall a maintenance fund have an unencumbered balance greater than twenty per cent (20%) of all construction costs of the improvement. The minimum assessment shall be two dollars. Any cost incurred from the petition project process will be paid from the annual Drainage Improvement maintenance assessments

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

**15
RESOLUTION NO. 18-275**

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

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 of a public employee or public official; to consider the purchase of property for public purposes.

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

RESOLUTION NO. 18-276

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 15, 2018**

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

**Other Business:
RESOLUTION NO. 18-277**

IN THE MATTER OF APPROVING CONTRACT OF SALE AND PURCHASE BETWEEN JEFFREY M. LUTZ AND CHERYL S. LUTZ AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE CENTRAL ALUM CREEK WATER RECLAMATION FACILITY:

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

Whereas, the Sanitary Engineer recommends approval of the contract of sale and purchase with Jeffrey M. Lutz and Cheryl S. Lutz for the project known as Central Alum Creek Water Reclamation Facility;

Now, Therefore, Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approve the contract of sale and purchase with Jeffrey M. Lutz and Cheryl S. Lutz for the project known as the Central Alum Creek Water Reclamation Facility as follows:

**CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY
Without Building(s)**

This Agreement is by and between the **Delaware County Board of Commissioners** (“Purchaser”) and **Jeffrey M. Lutz & Cheryl S. Lutz** (“Seller”). Purchaser and Seller are referred to collectively in this Agreement as “Parties.”

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. Description of Property

Seller owns certain real property consisting of 19.65 acres, more or less, located at 603 Big Run Road, Delaware, Ohio 43015, and bearing parcel number 418-130-01-029-000, which property is further described in Exhibit A attached hereto and, by this reference, incorporated herein (the “Property”).

2. Purchase and Sale; Contingencies

The Purchaser agrees to purchase the Property from the Seller, and the Seller agrees to sell the Property to the Purchaser. Purchaser’s agreement to purchase is contingent, however, on the following occurring within twenty (20) days of the date of this Agreement: (A) the Purchaser obtaining an owner’s policy of title insurance free of any encumbrances not accepted by Purchaser herein; and (B) the Delaware County Sanitary Engineer providing his opinion that the Property is suitable for the Purchaser’s intended uses after completion of the inspections permitted herein. The Purchaser may enter onto the Property to undertake any or all due diligence inspections of the Property it considers reasonably necessary, including without limitation geotechnical investigations and environmental evaluations to determine the existing condition of the Property. The Purchaser shall be required to restore the Property to its present condition in the event the contingencies stated herein are not met and Purchaser elects not to close this transaction.

3. Price and Consideration

The purchase price of the Property shall be Seven Hundred Sixty Thousand Dollars (\$760,000), payable at closing in cash or cash equivalent (the “Purchase Price”). The Purchase Price shall constitute the entire amount of compensation due Seller for: (a) the Property to be conveyed; (b) any and all damages to any residual lands of Seller; (c) Seller’s covenants set forth herein; and (d) any and all supplemental instruments reasonably necessary to transfer the title of the Property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien on the Property as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the Property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the Property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 15, 2018**

4. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the Property, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees. The sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A, free and clear of any encumbrances not accepted by Purchaser herein.

5. Warranty of Title

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

6. Elimination of Others' Interests

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

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the Property described in Exhibit A, then in that event this Agreement shall become null and void and the Parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

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

8. Designation of Escrow Agent

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

9. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree within five (5) days after Purchaser notifies Seller in writing that the contingencies stated herein have been met. The time for closing may be extended by written agreement of the Parties.

10. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the Purchase Price to Seller.

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

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

12. Binding Agreement

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

13. Multiple Originals

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 15, 2018

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument. Purchaser may elect to record this Agreement, in full or as a memorandum, and shall be responsible for the cost thereof, if any.

14. Entire Agreement

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

15. Amendments and Modifications

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

Vote on Motion 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