

COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 19, 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. 18-278

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 305.11 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 Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

Commissioners Merrell, Lewis and Benton gave condolences to the family and work family (People In Need) of Kevin Crowley. He passed away this past weekend.

4
RESOLUTION NO. 18-

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0316:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0316 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
M Tech Co. (line 3)	Cable for Truck Camera RSD	66211901-5328	\$ 10,070.00
M Tech Co. (line 4)	Cable for Truck Camera RSD	66211901-5331	\$ 350.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>	<u>Line</u>
R1802699	ANDRITZ SEPARATION INC	PREVENTIVE MAINTENANCE AND SERVICE FOR CENTRIFUGE	66211903 - 5328	\$46,000.00	0001
R1802700	FCX PERFORMANCE INC	LIMITORQUE MX A05 ELECTRIC ACTUATOR	66211905 - 5450	\$ 6,550.00	0001
R1802716	STATUS CONTROL AND INTEGRATION INC	SERVICE CONTRACT FOR ELECTRONIC INTEGRATION	66211903 - 5328	\$15,000.00	0001
R1802716	STATUS CONTROL AND INTEGRATION INC	SERVICE CONTRACT FOR ELECTRONIC INTEGRATION	66211904 - 5328	\$15,000.00	0002
R1802716	STATUS CONTROL AND INTEGRATION INC	SERVICE CONTRACT FOR ELECTRONIC INTEGRATION	66211905 - 5328	\$ 5,000.00	0003
R1802716	STATUS CONTROL AND INTEGRATION INC	SERVICE CONTRACT FOR ELECTRONIC INTEGRATION	66211912 - 5328	\$ 5,000.00	0004

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

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RESOLUTION NO. 18-280

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services department is requesting that Frank Meredith, Lt. Glen Keating, Archna Tobergte, Lt. Bryan Russell, Tim Alton and Lt. Curt Hill attend an Ohio EMS Conference in Columbus, Ohio from May 21-22, 2018, at no cost.

The Emergency Medical Services department is requesting that Julie Page attend an EMO Operations for CBRNE in Anniston, Alabama, at no cost.

The Fiscal Services Department is requesting that Karen First attend a Leadership Foundation and Professional Ethics class in Dublin, Ohio on April 19, 2018 at the cost of \$266.00 (fund number 1001101).

The EMS Department is requesting that Mike Schuiling, Eric Burgess, Aaron Jennings attend a Leadership Foundation and Professional Ethics in Dublin, Ohio April 19, 2018, at the cost of \$750.00 (fund number 10011303).

The Commissioners' Office is requesting that Gary Merrell attend the 2018 NACO Conference in Nashville Tennessee July 13-17, 2018; at the cost of \$1,615.00 (fund number 1001101).

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

6

RESOLUTION NO. 18-281

IN THE MATTER OF THE TRANSFER OF A LIQUOR LICENSE REQUEST FROM ONE POWELL SPORTS PUB LLC (DBA CROWN SPORTS PUB) TO GRAMITY LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that a transfer of a liquor license request from One Powell Sports Pub LLC (DBA Crown Sports Pub) To Gramity LLC located at 9999 Sawmill Parkway, Powell, OH 43065;

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

7

RESOLUTION NO. 18-282

IN THE MATTER OF DECLARING THE WEEK OF MARCH 18-24 AS OHIO'S SEVERE WEATHER AWARENESS AND FLOOD SAFETY AWARENESS WEEK:

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

WHEREAS, Ohio's Severe Weather Awareness AND Flood Safety Awareness Week are a statewide coordinated effort to encourage Ohioans to prepare for severe weather in their homes, businesses, and schools; and,

WHEREAS, Delaware County will participate in the Statewide Tornado Drill on Wednesday, March 21, 2018 at 9:50 a.m. as this event aims to increase public awareness concerning the importance of preparing for emergencies and to persuade individuals to take action; and,

WHEREAS, during the Week of March 18-24, the Delaware County Office of Homeland Security and Emergency Management (EMA) will urge residents to plan for, and take appropriate measures to make themselves and their families better prepared for severe weather and flooding; and,

WHEREAS, being prepared includes understanding the difference between a watch and a warning; knowing where to shelter during a storm; exercising caution and not driving through flooded roadways; and,

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WHEREAS, familiarizing themselves and their families with the best way to receive communications in an emergency, mitigate situations around their homes, and general preparedness; and,

WHEREAS, the Delaware County EMA promotes severe weather awareness, flood safety and emergency preparedness year round by working closely with partner agencies, maintaining “StormReady” certification from the National Weather Service; using traditional and social media to reach out to the community; and,

WHEREAS, the Board of County Commissioners would like to officially recognize the Delaware County Office of Homeland Security and Emergency Management (EMA) and its community partners including law, fire, EMS and the many other volunteer and civic organizations that routinely offer their services to our community;

NOW THEREFORE, be it proclaimed by the Board of County Commissioners of Delaware County, Ohio, that the week of March 18-24 be designated as Severe Weather Awareness and Flood Safety Awareness Week.

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

**8
RESOLUTION NO. 18-283**

IN THE MATTER OF RE-DESIGNATING THE DELAWARE GENERAL HEALTH DISTRICT AS THE DELAWARE COUNTY TUBERCULOSIS CONTROL UNIT AND APPROVING AN INTERGOVERNMENTAL CONTRACT WITH THE DELAWARE GENERAL HEALTH DISTRICT:

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

WHEREAS, the Ohio Revised Code establishes guidelines for the detection, control, and treatment of Tuberculosis (“TB”); and

WHEREAS, Revised Code § 339.72 requires the Delaware County Board of Commissioners to establish a County TB Control Unit; and

WHEREAS, the Delaware General Health District has served as the Delaware County TB Control Unit for several years; and

WHEREAS, in accordance with Revised Code § 339.73, the Delaware General Health District, acting as Delaware County’s TB Control Unit, ensures that TB treatment is made available to all individuals with TB who reside in Delaware County; and

WHEREAS, the Delaware County Board of Commissioners desire to rescind Resolution No. 00-849 whereby the Delaware County Board of Commissioner previously designated the Delaware General Health District as the Delaware County TB Control Unit; and

WHEREAS, the Parties desire to enter into an intergovernmental agreement to designate the responsibilities of the Parties as set forth in Revised Code § 339.71 through 339.89;

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

Section 1. Resolution No. 00-089 is hereby rescinded and shall have no further force or effect.

Section 2. The Board hereby re-designates the Delaware General Health District as the TB Control Unit for Delaware County.

Section 3. The Board hereby approves an intergovernmental agreement as follows:

Intergovernmental Agreement

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree to be bound by the following terms and conditions set forth in this Agreement:

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 19th day of March, 2018, by and between the Delaware General Health District, whose primary address is 1-3 W. Winter St. Delaware, OH 43015 (“Contractor”) and the Delaware County Board of Commissioners, whose primary address is 101 N. Sandusky St. Delaware, Ohio 43015 (“Board”) (individually, “Party,” collectively, “Parties”).

Section 2 – Purpose

This Agreement is authorized by Revised Code § 339.71 through 339.89. The purpose of this Agreement is to establish the terms and conditions for Contractor to continue to provide services for the Board and Delaware County residents for the prevention and control of Tuberculosis (“Service(s)").

Section 3 – Division of Responsibilities and Payments

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The Parties hereby agree to the following:

- a. Contractor shall perform its statutory duties as set forth in Revised Code § 339.71 through 339.89.
- b. Board shall perform its statutory duties as set forth in Revised Code § 339.71 through 339.89.
- c. Contractor designates The Health Commissioner as administrator and agent on behalf of Contractor for Services performed in accordance with this Agreement.
- d. Board designates the County Administrator as administrator and agent on behalf of Board for Services performed in accordance with this Agreement.
- e. The administrators shall have general supervision of the Services and authority to order commencement or suspension thereof.
- f. The Parties hereby incorporate by this reference Exhibit A, Processing Procedures, as if fully written herein.

Section 4 – Compensation

The Parties hereby agree that the Service serves the general welfare of the public and therefore, the Parties agree that no monetary compensation shall be provided under this Agreement to either Party.

Section 5 – Records

The Parties agree that each shall maintain their respective public records concerning the Services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6 – Term

This Agreement shall be in effect one (1) year from the date the last Party affixes its signature on this Agreement. This Agreement shall automatically renew each year unless otherwise terminated in accordance with the terms and conditions set forth herein. Either Party may terminate this Agreement for convenience and with or without cause at any time.

Section 7 – Insurance and Liability

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 for each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

Each Party agrees to be responsible for the negligent acts and omissions of itself and its respective officers, employees, agents, and volunteers arising out of or in connection with this Agreement, and nothing in this Agreement shall impute or transfer any such responsibility from one Party to the other Party. Each Party is responsible for paying its own costs and attorney's fees that arise from defending any claims arising out of or in connection with this Agreement. In no event shall any Party to this Agreement be liable to the other Party for indirect, consequential, incidental, special, or punitive damages, including, but not limited to, lost profits, lost income, or loss of use.

Section 8 – Equipment and Facilities

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 9 – Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall Board's employees be considered employees of Contractor within the meaning or application of any federal, state, or local laws or regulations and vice versa.

Section 10 – Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. The Parties may otherwise amend this Agreement through mutual written consent. This Agreement shall not be assigned.
- 11.2 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.3 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No

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term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 11.4 **Severability:** Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated.
- 11.5 **Signatures:** Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf and is authorized to bind such principal.
- 11.6 **Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.

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

**9
RESOLUTION NO. 18-284**

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH BENCHMARK LANDSCAPE CONSTRUCTION, INC. FOR 2018 FACILITIES TURF MOWING:

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

WHEREAS, the Director of Facilities recommends approval of an agreement with Benchmark Landscape Construction, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the following agreement with Benchmark Landscape Construction, Inc.:

SERVICES AGREEMENT

This Agreement is made and entered into this 19th 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 Benchmark Landscape Construction, Inc., 9600 Industrial Parkway, Plan City, OH 43064 (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide “Services” in connection with the following “Project”:
2018 Facilities Turf Mowing
- 1.2 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
Benchmark Landscape Turf Maintenance Contract – Delaware County Facilities 2018
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 6, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF WORK

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Facilities as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review of changes, commencement, and suspension of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, 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.

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4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.2 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, the lump sum fee shall be \$26,087.00.
- 4.3 Total compensation under this Agreement shall not exceed \$27,500.00 without subsequent modification.
- 4.4 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.

5 NOTICES

- 5.1 "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:

Name: Jon Melvin, Director of Facilities

Address: 1405 US Highway 23 North, Delaware, OH 43015

Telephone: 740 833-2283

Email: jmelvin@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Devon Stanley

Address of Firm: 9600 Industrial Parkway

City, State, Zip: Plain City, Ohio 43064

Telephone: 614-462-8080

Email: dstanley@benchmarkohio.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Project Manager and shall be in accordance with the Contractor's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Work upon written Notice to Proceed ("Authorization") of the Project Manager and shall complete the work in accordance with the Proposal.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Work, as ordered by the County.

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- 8.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

9 INDEMNIFICATION

- 9.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

10 INSURANCE

- 10.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 10.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

11 MISCELLANEOUS TERMS AND CONDITIONS

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

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- 11.6 Severability: If any item, condition, portion, or section of this Agreement 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 Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 11.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 11.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

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

10

RESOLUTION NO. 18-285

IN THE MATTER OF SETTING DATE AND TIME FOR REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR ARCHITECTURAL / ENGINEERING DESIGN SERVICES FOR FORMER CAREER CENTER NORTH CAMPUS RENOVATIONS FOR DELAWARE COUNTY, OHIO:

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

Whereas, the Director of Facilities recommends approval of the Request for Statements of Qualifications for Architectural / Engineering Design Services for Former Career center North campus Renovations for Delaware County, Ohio;

Now, Therefore, Be It Resolved that the Delaware County Board of Commissioners approve the Request for Statements of Qualifications for Architectural / Engineering Design Services for Former Career center North campus Renovations for Delaware County, Ohio and authorizes the following Public Notice:

Public Notice

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**Request for statements of Qualifications
ARCHITECTURAL / ENGINEERING DESIGN SERVICES
Former Career center North campus Renovations
FOR DELAWARE COUNTY, OHIO**

The Delaware County Board of Commissioners, in accordance with Section 153.67 of the Ohio Revised Code, wishes to receive Statements of Qualifications (SOQ) from experienced architectural/engineering firms to assist the County in the design and engineering for renovations to the "DACC North Campus" for Delaware County Offices.

The work may involve, but is not limited to, physical assessments, programming and conceptual design, budget estimating, detail design development, construction documents, construction administration, and other associated services.

The complete Request for Qualifications may be obtained at the County's web page, <http://www.co.delaware.oh.us> under the heading "Public Notices and Bids" or by contacting the Delaware County Facilities Management Office at (740) 833-2280, email jmelvin@co.delaware.oh.us, or in person at 1405 US 23 North, Delaware, Ohio during normal business hours.

Statements of Qualifications will be received at the Delaware County Commissioners' Office, Attention: Mr. Jon Melvin, Director of Facilities, 101 North Sandusky Street, Delaware, Ohio 43015 until 4:00 PM on Tuesday April 24, 2018. Five (5) copies of all submittals are to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

End of Advertisement

**Request for statements of Qualifications
Architectural / Engineering Design Services
DELAWARE COUNTY, OHIO**

The Delaware County Board of Commissioners is accepting Statements of Qualifications (SOQ) for the following project:

1. Project Name

North Campus Renovations.

2. Public Authority/Owner of Record

Delaware County Board of Commissioners.

3. Project Location

1610 St Rte. 521, Delaware, Ohio 43015

4. General Description

The project is to further develop the program and design for the renovations to the Career Center North Campus for the relocations of various County offices as recommended in the 2017 Facilities Master Plan and provide the necessary services for the construction of the renovations. The Master Plan proposed 3 phases for the renovations. Design work through conceptual design should address all phases. It is anticipated only the first two phases will be developed past conceptual design at this time.

5. Budget

The Master Plan construction cost estimate for phases 1 and 2 is \$10,755,000.00. Funding for the project is to be determined.

6. Construction Manager

The final project delivery method is to be determined.

7. Scope of Architectural / Engineering Services

The anticipated services are to include normal structural, mechanical and electrical engineering services in conjunction with the basic architectural services such as, but not limited to:

- Physical Assessment
- Program Development
- Concept Design

If the County determines to use a design-build contract for construction the firm will be the criteria architect and provide services such as, but not limited to:

- Provide final design criteria and preliminary project schedule for the selection of the design-build firm.
- Assist the County in evaluating the statements of qualifications.
- Provide, during the design-build project, other design and construction administration services on behalf of the County, including but not limited to, confirming that the design prepared by the design-build firm reflects the original design intent established in the design criteria package.

If the County determines to use construction manager at risk or a general contracting firm the following services are anticipated, but not limited to:

- Detail Design
- Construction Documents
- Bid and Award Support
- Construction Administration

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- Post-Construction/Closeout

8. Content of Consultant's Statement of Qualifications

Statement of Qualifications should include, but is not limited to the following:

- 8.1 Name of firm, address, contact name, email, and telephone number.
- 8.2 Names, qualification and experience of principals and key personnel who are to be assigned to the project. Provide detailed information on these individuals so as to indicate their availability to the project. This information should include, but not limited to the following for each individual:
 - Number and type of projects in which individual are involved.
 - A graphical or tabular representation of hours available for key personnel.
 - Key personnel being defined as project engineers, design engineers, designers and other professionals needed by the project.
- 8.3 Number and composition of staff available for the project, including a table of organization. Composition should be broken into professional, sub-professional, technicians, administrative and clerical.
- 8.4 Name of the responsible firm member and project manager.
- 8.5 Listing of all sub-consultants whose qualifications are being used to obtain qualifications in any of the areas identified.
- 8.6 Listing of previous projects with Delaware County and/or similar projects. Include the scope of the project, square footage, budget, and completion date.
- 8.7 A brief statement of the firm's intended approach to the project and the services the firm would recommend, including, but not limited to the services requested.
- 8.8 A statement of the firm's overall operating philosophy and organizational characteristics.
- 8.9 An outline of the firm's Quality Assurance or Quality Management Program.

9. Schedule

Work is to proceed expeditiously upon the approval of the contract. The County is estimated to take possession of the property fall 2019.

10. Submittal Deadline

Statements of Qualifications will be received until **4:00 PM on Tuesday April 24, 2018** at:

Delaware County Commissioners' Office
Attention: Mr. Jon Melvin, Director of Facilities
101 North Sandusky Street
Delaware, Ohio 43015

Five (5) copies of all submittals are to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

11. Inquires

Questions regarding this Request for Qualifications should be submitted in writing to:

Delaware County Facilities Management
Email: jmelvin@co.delaware.oh.us (preferred)
Attention: Jon Melvin, Director of Facilities
1405 US Rt. 23 North
Delaware, OH 43015
Fax: (740) 833-2279

12. Evaluation of SOQ

Statements of Qualifications will be evaluated on the following criteria:

- Competence of the professional design firm and all consultants to perform the required professional design services as indicated by the technical training, education, and experience of the firm's personnel, especially the technical training, education, and experience of the employees within the firm who would be assigned to perform the services.
- Ability of the firm in terms of its workload and the availability of qualified personnel, equipment, and facilities to perform the required professional design services competently and expeditiously.
- Past performance of the firm as reflected by the evaluations of previous clients and with the Delaware County Board of Commissioners with respect to such factors as control of costs, quality of work, and meeting of deadlines.
- Knowledge or past experience in the construction and design of like projects.
- Location of the firm in relation to the project site.
- Any other relevant factors as determined by the public authority.

As required by the Ohio Revised Code Sections 153.65 to 153.71, responding firms will be evaluated and ranked in order of their qualifications by a selection committee based on proposals and any conducted interviews.

Dependent on the total number of proposals submitted, the selection committee may short list the top firms and conduct interviews with the short listed firms only. Upon ranking of at least the top three firms, Delaware County may enter into contract negotiations with the firm ranked most qualified. If no agreement can be reached with the first firm, Delaware County may enter into negotiations with the firm ranked to be the next most qualified firm.

Exhibit A

Delaware County Master Plan 2017 Update

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

11

RESOLUTION NO. 18-286

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR JOB AND FAMILY SERVICES:

It was moved by _____, seconded by _____ to approve the following:

Supplemental Appropriations	Description	Amount
70161603/5001	FCFC General/Salaries	\$ (3,000.00)
70161603/5348	FCFC General/Client Services	\$ 10,000.00

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

12

RESOLUTION NO. 18-287

IN THE MATTER OF APPROVING CONTRACTS OF SALE AND PURCHASE FOR KENNETH AND KAREN HELMLINGER; DENNIS S. STEELE; RONALD E. RICE; AND HOLLY AND JASON BEAL FOR THE PROJECT KNOWN AS 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 Contracts of Sale and Purchase for Kenneth and Karen Helmlinger; Dennis S. Steele; Ronald E. Rice; and Holly and Jason Beal 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 Contracts of Sale and Purchase for Kenneth and Karen Helmlinger; Dennis S. Steele; Ronald E. Rice; and Holly and Jason Beal for the Project known as DEL-CR14-1.23 as follows:

Kenneth P. Helmlinger and Karen E. Helmlinger:

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

WITNESSETH: On this 19th day of March, 2018, Kenneth P. Helmlinger and Karen E. Helmlinger, Co-Trustees of the Helmlinger Family Joint Living Trust Agreement, as entered into the 26th day of May, 2016, whose address is 2496 E. Powell 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 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
Parcel 78 WD, 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 **\$10,897.00** 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,

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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 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,

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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.

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

Dennis S. Steele, Trustee:

WITNESSETH: On this 19th day of March, 2018, Dennis S. Steele, Trustee under the Dennis S. Steele Trust Agreement dated the 6th day of December, 2011, whose address is 2597 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)
84 WD, 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 \$31,390.00 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,

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- (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 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,

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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.

Ronald E. Rice:

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

WITNESSETH: On this 19th day of March, 2018, Ronald E. Rice, Single, whose address is 1910 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)
Parcel 37 WD, SL, T
DEL-CR14-1.23

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

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TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **\$30,460.00** 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 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

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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.

Holly Beal, aka Holly Elizabeth Beal and Jason Beal, aka Jason Richard Beal

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

WITNESSETH: On this 19th day of March, 2018, Holly Beal a/k/a Holly Elizabeth Beal and Jason Beal a/k/a Jason Richard Beal, Husband and Wife, whose address is 2046 E. Powell Rd., Lewis Center, OH 43035, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do

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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)
Parcel 44 WD, CH, T-1, T-2, T-3
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 **\$14,667.00** 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.

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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 Purchase Orders and Vouchers for the above contracts.

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

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RESOLUTION NO. 18-288

IN THE MATTER OF RE-APPOINTING CHRIS BAUSERMAN, DELAWARE COUNTY ENGINEER, TO THE OHIO PUBLIC WORKS COMMISSION’S DISTRICT 17 INTEGRATING COMMITTEE, AND APPOINTING MICHAEL FROMMER, COUNTY ADMINISTRATOR, AS ALTERNATE:

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

WHEREAS, pursuant to Section 164.04(A)(6) of the Revised Code, the Delaware County Board of Commissioners (the “Board”) shall appoint one member to the Ohio Public Works Commission District 17 Integrating Committee; and

WHEREAS, pursuant to Section 164.04(B) of the Revised Code, the Board may appoint an alternate to its appointee to the District 17 Integrating Committee; and

WHEREAS, Chris Bauserman, Delaware County Engineer, is the Board’s current appointee, and his term expires on April 30, 2018;

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

Section 1. The Board hereby re-appoints Chris Bauserman, Delaware County Engineer, to the Ohio Public Works Commission District 17 Integrating Committee.

Section2. The Board hereby appoints Michael Frommer, Delaware County Administrator, as alternate for Chris Bauserman to the Ohio Public Works Commission District 17 Integrating Committee.

Section 3. The appointments approved herein shall be effective May 1, 2018 for a term of three years, expiring on April 30, 2021.

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

14

RESOLUTION NO. 18-289

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR THE GLADE AT HIGHLAND LAKES SECTION 2:

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

Whereas, The Glade at Highland Lakes LLC has submitted the Plat of Subdivision (“Plat”) for The Glade at Highland Lakes Section 2, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Genoa Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on January 25, 2018; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on January 25, 2018; 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 January 25, 2018; 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 February 12, 2018; 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 March 7, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for The Glade at Highland Lakes Section 2.

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The Glade at Highland Lakes Section 2

Situated in the State of Ohio, County of Delaware, Township of Genoa, and in Farm Lot A, Quarter Township 2, Township 3, Range 17, United States Military Lands, containing 37.678 acres of land, more or less, said 37.678 acres being part of that tract of land conveyed to The Glade at Highland Lakes, LLC by deed of record in Official Record 1403, Page 974, Recorder’s Office, Delaware County, Ohio. Cost \$69.

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

15

RESOLUTION NO. 18-290

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD:

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

WHEREAS, the Delaware-Morrow Mental Health and Recovery Services Board is the body established, pursuant to Chapter 340.02 of the Revised Code, to govern the joint alcohol, drug addiction, and mental health service district of Delaware and Morrow Counties; and

WHEREAS, the Delaware County Board of Commissioners (the “Board”) appoints members to the Delaware-Morrow Mental Health and Recovery Services Board for both expired and unexpired terms; and

WHEREAS, a vacancy exists for a term that will expire June 30, 2020;

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

Section 1. The Board hereby appoints Christopher Shamro as a member of the Delaware-Morrow Mental Health & Recovery Services Board to the term expiring on June 30, 2020.

Section 2. The appointment approved herein shall be effective immediately.

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

16

RESOLUTION NO. 18-291

IN THE MATTER OF APPOINTING MEMBERS TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on March 22, 2007, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 07-331, establishing the Concord/Scioto Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 07-331 and section 349.04 of the Revised Code; and

WHEREAS, terms for two citizen members shall expire on March 21, 2018;

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

Section 1. The Board of Commissioners hereby approves the appointments of the following members to the Concord/Scioto Community Authority Board of Trustees:

Position	Appointee	Term Ends
Citizen Member	Graciela Chanfrau	March 21, 2020
Citizen Member	David Fahrenholz	March 21, 2020

Section 2. The appointments shall be effective March 22, 2018.

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

17

RESOLUTION NO. 18-292

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO SERVICES AGREEMENT

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BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND BUCKEYE INNOVATION, LLC, DBA BUCKEYE INTERACTIVE FOR A WEBSITE REDESIGN PROJECT FOR THE DELAWARE COUNTY GOVERNMENT ORGANIZATION:

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

WHEREAS, the Communications Manager recommends approval of Amendment No. 1 to Services Agreement between the Delaware County Board of Commissioners (the "Board") and Buckeye Innovation, LLC, dba Buckeye Interactive for a website redesign project for the Delaware County government organization;

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

Section 1. The Board hereby approves the following Amendment No. 1 to Services Agreement between the Board and Buckeye Innovation, LLC, dba Buckeye Interactive for a website redesign project for the Delaware County government organization:

AMENDMENT NO. 1 TO SERVICES AGREEMENT

This Amendment No. 1 to the Agreement dated August 31, 2017, is made and entered into this 19th day of March, 2018, by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Buckeye Innovation, LLC, dba Buckeye Interactive. ("Contractor"), hereinafter collectively referred to as the "Parties." Pursuant to Section 3.1 of the Agreement, the Parties hereby agree to amend the Agreement as follows:

1 SECTION 1.3

Section 1.3 of the Agreement is amended to include additional "If Authorized" tasks as set forth in the addendum attached hereto and, by this reference, incorporated herein.

2 SECTION 4.3

Section 4.3 of the Agreement is amended by increasing the total fee for "If Authorized" tasks from \$35,000 to \$70,000.

3 SECTION 4.4

Section 4.4 of the Agreement is amended by increasing the total compensation under this Agreement from \$125,000 to \$160,000.

4 REMAINING PROVISIONS

All other provisions of the Agreement not amended herein shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement.

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

**18
RESOLUTION NO. 18-293**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:

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

Supplemental Appropriation		
40111402-5375	Permanent Improvement/Settlement Services	11,000.00

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

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ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator
-Would like to congratulate our Assistant Chief Aaron Jennings on being appointed to the State Board of Emergency Medical and Fire Transportation Services by Governor Kasich.

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COMMISSIONERS' COMMITTEES REPORTS**
Commissioner Lewis

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RESOLUTION NO. 18-295

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. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners