

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

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

Present:

- Gary Merrell, President
- Barb Lewis, Vice President
- Jeff Benton, Commissioner

- 9:45 A.M. Public Hearing With Respect To The Potential Issuance By Franklin County Of Its Revenue Bonds Pursuant To Chapter 140, Ohio Revised Code, To Finance Hospital Facilities For The Benefit Of Ohiohealth Corporation Located In Franklin County, Delaware County And Certain Other Counties Pursuant To Section 147(F) Of The Internal Revenue Code
- 11:00 A.M. Special Session A Joint Board With The Licking County Board Of Commissioners To Address The Gorsuch Joint County #588 Drainage Petition Project Filed By The Harlem Township Board Of Trustees

**1
RESOLUTION NO. 18-1016**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 17, 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 September 17, 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**

**4
TIM KRAFT, STATE AUDITOR'S OFFICE
AWARD WITH DISTINCTION FOR 2017 AUDIT FOR DELAWARE COUNTY
GEORGE KAITSA, DELAWARE COUNTY AUDITOR**

**5
RESOLUTION NO. 18-1017**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0921 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0921:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0921, Procurement Card Payments in batch number PCAPR0921 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Fishel Downey Albrecht & Ripen	Legal Services	10011108-5361	\$10,000.00
PR Number	Vendor Name	Line Description	Account Amount
R1805017	BERLIN TOWNSHIP TRUSTEES	ANNUAL RENTAL AGREEMENT	10011303 - 5335 \$16,200.00
Vote on Motion	Mrs. Lewis	Aye	Mr. Merrell Aye Mr. Benton Aye

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018

6

RESOLUTION NO. 18-1018

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Records Center is requesting that Jamie Davenport and Christine Shaw attend an Ohio County Archivists and Records Managers Association Meeting in Xenia, Ohio on October 12, 2018 at the cost of \$25.00.

The Facilities Department is requesting that David Ferguson attend a Pesticide Applicator Training in Reynoldsburg, Ohio October 3, 2018, at the cost of \$100.00 (fund number 10011105).

The Child Support Enforcement Agency is requesting that Joyce Bowens attend HR Training in Columbus, Ohio September 27, 2018, at the cost of \$125.00 (fund number 23711630).

The Economic Development Department is requesting that Bob Lamb and Rob Platte attend an OEDA Annual Summit in Columbus, Ohio from October 17-18, 2018 at the cost of \$950.00 (fund number 21011113).

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

7

RESOLUTION NO. 18-1019

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM N&G TAKHAR OIL, LLC (DBA SUNOCO FOOD MART US 23) 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 the Delaware County Board of Commissioners of a liquor license request from N&G Takhar Oil, LLC (DBA Sunoco Food Mart US 23), located at 1491 US Highway 23 N, Delaware, Ohio 43015; and

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

Now, Therefore, Be it Resolved that 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

8

RESOLUTION NO. 18-1020

IN THE MATTER OF AUTHORIZING AN AMENDMENT TO THE USE OF A PROCUREMENT CARD FOR THE AUDITOR'S OFFICE:

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

WHEREAS, pursuant to R.C. 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards; and

WHEREAS, the Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the County Auditor, the Board has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant R.C. 301.29(F)(2);

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Amended Card for Kelly Tennant:

Appointing Authority: Auditor's Office
Office/Department: Auditor

Daily spending per card: \$3,000
Monthly spending per card: \$5,000

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

Single transaction limit: \$3,000
 Daily number of transactions per card: 5
 Monthly number of transactions per card: 50
 Department Coordinator: Kelly Tennant

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

9

RESOLUTION NO. 18-1021

IN THE MATTER OF APPROVING ESTIMATE, BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE PROJECT KNOWN AS THE DELAWARE COUNTY JAIL ADJUSTMENT TO INTAKE PROCESS PROJECT:

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

WHEREAS, the Director of Facilities recommends approval of the estimate, bid specifications and bid opening date and time for the project known as the Delaware County Jail Adjustment to Intake Process Project;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the estimate, bid specifications and bid opening date and time for the project known as the Delaware County Jail Adjustment to Intake Process Project:

**Delaware County Board of Commissioners
PUBLIC NOTICE
INVITATION TO BID**

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, at 101 North Sandusky Street, Delaware, Ohio 43015 until 10:00 AM on Tuesday October 30, 2018, at which time they will be publicly opened and read for the following project:

DELAWARE COUNTY JAIL
 Adjustment to Intake Process
 844 U.S. Route 42 North
 Delaware, Ohio 43015

Bids are to be submitted in accordance with the specifications and drawings prepared by: Shremshock Architects, New Albany, OH. Bids will be received for the following package:

General Contractor, estimated at \$931,106.00

A pre-bid meeting will be held on Wednesday October 10, 2018 at 1:00pm at the Delaware County Commissioners' Office, 101 N. Sandusky St., Delaware, OH 43015.

A Bid Guaranty must be submitted with each bid, pursuant to the requirements of R.C. 153.54. A CD with pdf copies of the contract documents and plans may be obtained from the Delaware County Facilities Management Office, 1405 US Highway 23 North, Delaware, Ohio 43015 at no charge. The contract documents and plans may be reviewed without charge during normal business hours at the Delaware County Facilities Management Office.

Bid award shall be to the lowest and best bidder as determined by Delaware County. Delaware County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids. Bids shall be submitted in a sealed envelope marked "Sealed bid for Delaware County Delaware County Jail Remodel & Addition". Each bid shall contain the full name and address of the bidder and all interested parties. No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

Notice to Bidders are posted on the Internet and may be viewed on Delaware County's web site at <http://www.co.delaware.oh.us> under the heading "Public Notices and Bids".

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

10

RESOLUTION NO. 18-1022

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SCHOOLEY CALDWELL ASSOCIATES, INC. FOR THE DELAWARE COUNTY HISTORIC COURTHOUSE RENOVATIONS:

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

WHEREAS, the Director of Facilities recommends approval of the Professional Services Agreement between

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

the Delaware County Board of Commissioners and Schooley Caldwell Associates, Inc. for the Delaware County Historic Courthouse Renovations;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Professional Services Agreement between the Delaware County Board of Commissioners and Schooley Caldwell Associates, Inc. for the Delaware County Historic Courthouse Renovations:

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 24th day of September, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Schooley Caldwell Associates, Inc., 300 Marconi Boulevard, Columbus, Ohio 43215 ("Consultant"), hereinafter collectively referred to as the "Parties", and shall be known as the "Agreement."

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide "Services," as further defined in Section 1.3, in connection with the following "Project":
Delaware County Historic Courthouse Renovation – Detail Design, Construction Documents, and Construction Administration.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
Services listed through conceptual design approval in the Proposal for Historic Courthouse Renovation, dated August 20, 2018 (attached hereto and referred to herein as "Exhibit A")

2 SUPERVISION OF SERVICES

- 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 and order changes, commencement, suspension or termination 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 Consultant, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with Exhibit A.
- 4.2 For all Services described in Exhibit A, except "If Authorized" tasks, the lump sum fee shall be \$660,000.00.
- 4.3 For all Services identified in Exhibit A as "If Authorized" tasks, the tasks shall only be performed upon written Notice from the Project Manager. The total fee for all "If Authorized" tasks shall not exceed \$5,000.00.
- 4.4 Total compensation under this Agreement shall not exceed \$665,000.00 without subsequent modification.
- 4.5 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 Exhibit A.

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.

Project Manager:

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

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

Consultant:

Name of Principal in Charge: Melinda Shah, AIA
 Address of Firm: 300 Marconi Boulevard
 City, State, Zip: Columbus, Ohio 43215
 Telephone: 614 628-0300
 Email: mshah@schooleycaldwell.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Project Manager and on the calculated percentage of work performed to date in accordance with Exhibit A.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant 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 Consultant 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 SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Services upon written Notice to Proceed ("Authorization") from the Project Manager and shall complete the Services no later than December 31, 2019.
- 7.2 Consultant shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant 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 Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not take effect until approved in writing by both Parties.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.

10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Services as contemplated at the time of executing this Agreement.

11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

12.1 The Consultant 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 Consultant, 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.

13 INSURANCE

13.1 General Liability Coverage: Consultant 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.

13.2 Automobile Liability Coverage: Consultant 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.

13.3 Workers' Compensation Coverage: Consultant 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.

13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

13.5 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 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.

13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, 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. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

14.1 Prohibited Interests: Consultant 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. Consultant 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.

14.2 Independent Contractor: The Parties acknowledge and agree that Consultant 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. Consultant also agrees that, as an independent contractor, Consultant 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. **Consultant 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.**

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 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.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant 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 Consultant 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.
- 14.10 Drug-Free Workplace: The Consultant 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 Consultant 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.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant 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.

Consultant 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.

Consultant 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.

Consultant 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

11

RESOLUTION NO. 18-1023

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH TRUCCO CONSTRUCTION COMPANY, INC. FOR UPGRADES AND REPAIRS TO THE SUMMERWOOD PUMP STATION UNDERGROUND VALVE VAULT DRAIN LINE:

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

WHEREAS, the Sanitary Engineer recommends approval of an agreement with Trucco Construction Company, Inc. to perform upgrades and repairs to the Summerwood Pump Station underground vault drain line;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby approves the following agreement with Trucco Construction Company, Inc.:

SERVICES AGREEMENT

This Agreement is made and entered into this 24th day of September, 2018, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Trucco Construction Company, Inc., 3531 Airport Road, Delaware, Ohio 43015 ("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":
Project is located at Summerwood pump station, 3197 Africa Road, Galena, Ohio 43021. Existing drain pipe from underground valve vault and odor control chemical storage tank containment pad shall be replaced with new 6" pipe routed to pump station wet well. Existing valve vault drain line shall be disconnected and abandoned in place. Remedial action shall include backfilling and compacting the trench with imported material, removing and replacing broken concrete sidewalk around wet well, and filling settlement area under northwest corner of chemical storage tank containment pad.
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
Exhibit A: Trucco Proposal

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer ("Sanitary Engineer") as the Project Manager and agent of the County for this Agreement.
- 2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination 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.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with Exhibit A.
- 4.2 For all services described in Exhibit A, the lump sum fee shall be Forty-Eight Thousand, Eight Hundred Dollars and Zero Cents (\$48,800.00).
- 4.3 Total compensation under this Agreement shall not exceed Forty-Eight Thousand, Eight Hundred Dollars and Zero Cents (\$48,800.00) 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

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

- 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: Elizabeth Buening
 Address: 50 Channing Street, Delaware, Ohio 43015
 Telephone: 740-833-2240
 Email: ebuening@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Randy King
 Address of Firm: 3531 Airport Road
 City, State, Zip: Delaware, Ohio 43015
 Telephone: 740-417-9010
 Email: randy.king@truccoconstruction.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 Sanitary Engineer 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 SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written Notice to Proceed from the Sanitary Engineer and shall complete the work no later than December 31, 2018.
- 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 Sanitary Engineer 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 Services, as ordered by the County.
- 8.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Contractor shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.

10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT

11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Services as contemplated at the time of executing this Agreement.

11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

12.1 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.

13 INSURANCE

13.1 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.

13.2 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.

13.3 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.

13.4 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 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.

13.5 Proof of Insurance: Prior to the commencement of any Services 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 Services under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

14.1 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.

14.2 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.**

14.3 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.

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 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.
- 14.9 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.
- 14.10 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.
- 14.11 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

12

RESOLUTION NO. 18-1024

IN THE MATTER OF ACCEPTING A PERMANENT SANITARY EASEMENT FROM ROCKFORD

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

HOMES, INC.:

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

WHEREAS, a permanent sanitary easement (0.017 acres as described in Exhibit A) is required from Rockford Homes, Inc. in conjunction with the Nelson Farms Section 2 Phase C Part 2 Sanitary Sewer Project; and

WHEREAS, Rockford Homes, Inc. is granting the aforementioned easement to the County as shown on the attached Exhibit;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accepts the permanent sanitary easement from Rockford Homes, Inc.

(Copy of easement available for review at the Sanitary Engineer’s Office until no longer of administrative value.)

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

13

RESOLUTION NO. 18-1025

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

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

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

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

Permit #	Applicant	Location	Type of Work
U18-128	Consolidated Electric	Chambers & Lott Road	Place aerial cable on poles
U18-129	Consolidated Electric	Porter Central Road	Place aerial cable on poles
U18-130	Consolidated Electric	Olive Green & Condit Road	Place aerial cable on poles
U18-131	Consolidated Electric	Fredricks, Ulery & Trimmer Road	Place aerial cable on poles
U18-132	Consolidated Electric	Fredricks & Monkey Hollow Road	Place aerial cable on poles
U18-133	Consolidated Electric	Patrick & Fredricks Road	Place aerial cable on poles
U18-134	Consolidated Electric	E. Liberty, Chambers & Kenny Road	Place aerial cable on poles
U18-135	Consolidated Electric	Liberty Road	Place fiber on existing poles
U18-136	Spectrum	Manley Road	Place buried cable in ROW
U18-137	AEP	Hyatts Road	Replace existing poles
U18-138	Consolidated Electric	Trimmer Road	Place cable in ROW
U18-139	MCI Metro	Liberty Road	Install aerial cable

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

14

RESOLUTION NO. 18-1026

IN THE MATTER OF AUTHORIZING COMMISSIONER MERRELL TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE OHIO PUBLIC WORKS COMMISSION:

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

WHEREAS, the County Engineer is developing surveys, plans, profiles, cross sections and estimates for the Home Road Extension East of US 23 project pursuant to Resolution 18-745 of the Board; and

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

WHEREAS, the infrastructure improvement herein above described is a qualified project under the OPWC programs;

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

Section 1: Commissioner Merrell is hereby authorized to apply to the OPWC for funds as described above; and

Section 2: Commissioner Merrell is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance. Any agreements shall be submitted to the Board for consideration.

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

15

RESOLUTION NO. 18-1027

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR SCIOTO RIDGE CROSSING SECTION 4:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreement for Scioto Ridge Crossing Section 4;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreement for Scioto Ridge Crossing Section 4 as follows:

OWNER’S AGREEMENT
PROJECT NUMBER: 8013

THIS AGREEMENT, executed on this 24th day of September, 2018 between **M/I HOMES OF CENTRAL OHIO, LLC**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **SCIOTO RIDGE CROSSING SECTION 4**, further identified as Project Number 8013, is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FORTY-FIVE THOUSAND DOLLARS (\$45,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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

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

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$863,800
CONSTRUCTION BOND AMOUNT	\$863,800
MAINTENANCE BOND AMOUNT	\$ 86,400
INSPECTION FEE DEPOSIT	\$ 45,000

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

16

RESOLUTION NO. 18-1028

IN THE MATTER OF ACCEPTING THE ROAD AND APPROVING RECOMMENDED SPEED LIMITS FOR THE VILLAS AT LOCH LOMOND:

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

WHEREAS, the Engineer has reviewed the roadway construction of the road within the Villas at Loch Lomond (the "Subdivision") and finds it to be constructed in accordance with the approved plans; and

WHEREAS, the Engineer recommends that the following roadway within the Subdivision be accepted into the public system:

- An addition of 0.25 mile to Township Road Number 657, Manning Parkway; and

WHEREAS, the Engineer also recommends that a 25 mph speed limit be established throughout the Subdivision;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer's recommendations stated herein and accepts the road and approves speed limits in accordance with the Engineer's recommendations stated herein.

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

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018

17

RESOLUTION NO. 18-1029

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR NORTHBROOKE CORPORATE CENTER PHASE 2, REPLAT OF LOTS 5099 AND 5100:

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

Northbrook Corporate Center Phase 2, Replat of Lots 5099 and 5100

WHEREAS, Chiller, LLC has submitted the Plat of Subdivision (“Plat”) for Northbrooke Corporate Center Phase 2, Replat of Lots 5099 and 5100, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on August 6, 2018; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformation with its rules and regulations and approved said Plat on August 6, 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 August 7, 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 August 8, 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 August 31, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Northbrooke Corporate Center Phase 2, Replat of Lots 5099 and 5100.

Northbrooke Corporate Center Phase 2, Replat of Lots 5099 and 5100

Situated in the Township of Orange, County of Delaware, State of Ohio, and being a part of Farm Lots 21 and 22, Section 3, Township 3, Range 18, U.S. Military Survey Lands, also being Lots 5099 and 5100 of Northbrooke Corporate Center Phase 2 subdivision as recorded in Plat Cabinet 2, Slide 527, and being the same tracts as conveyed to Chiller LLC described in Official Record 474, Page 781 and a 1.069 acre tract, being the same tract as conveyed to Chiller LLC as described in Official Record 1586, Page 1642, County Recorder’s Office, Delaware, Ohio. Cost: \$6

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

18

RESOLUTION NO. 18-1030

IN THE MATTER OF APPROVING COOPERATION AGREEMENTS BETWEEN DELAWARE COUNTY AND CITY OF DELAWARE, CONCORD, DELAWARE, GENOA, HARLEM, KINGSTON, LIBERTY, ORANGE, OXFORD, PORTER, SCIOTO, THOMPSON, AND TRENTON TOWNSHIPS TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreements with City of Delaware, Concord, Delaware, Genoa, Harlem, Kingston, Liberty, Orange, Oxford, Porter, Scioto, Thompson, and Trenton Townships;

Now, Therefore, Be It Resolved that the Delaware County Board of Commissioners approves the Cooperation Agreements with City of Delaware, Concord, Delaware, Genoa, Harlem, Kingston, Liberty, Orange, Oxford, Porter, Scioto, Thompson, and Trenton Townships as follows:

City of Delaware

COOPERATION AGREEMENT

City of Delaware & Delaware County
Houk Road and North Union Street
Resurfacing and Rehabilitation

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

DELAWARE CITY RESOLUTION NUMBER 18-44 Date 7/9/18

DELAWARE COUNTY RESOLUTION NUMBER 18-1030 Date 9/24/18

Delaware City and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Houk Road and North Union Street Resurfacing and Rehabilitation Project.

Delaware City will provide funds equal to 36.2 percent of the total project cost. Such funds will come from the General fund.

Delaware County, through the County Engineer will provide funds equal to 12.8 percent of the total project cost, not to exceed \$125,000. Such funds will come from the Road and Bridge Projects Fund (10040421).

Delaware County authorizes Delaware City to be the lead applicant and to sign all necessary documents.

Delaware City agrees to pay its 36.2 percent of the cost as invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program, agrees to pay its 12.8 percent of the cost, not to exceed \$125,000, towards construction upon receipt of invoice from Delaware City.

Concord Township

COOPERATION AGREEMENT

Concord Township and Delaware County
Clark Shaw Road Improvement Project

CONCORD TOWNSHIP RESOLUTION NUMBER 082218-1 Date 8/22/18

DELAWARE COUNTY RESOLUTION NUMBER 18-1030 Date 9/24/18

Concord Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Clark Shaw Road Improvement Project.

Concord Township will provide funds totaling 50 % of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 5.3 %, not to exceed the amount of funds provided by Concord Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide engineering and construction management services at no cost to the Township.

Delaware County authorizes Concord Township to be the lead applicant and to sign all necessary documents.

Concord Township agrees to pay its percentage of project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Delaware Township

COOPERATION AGREEMENT

Delaware Township and Delaware County
Braumiller Road Improvements Project

DELAWARE TOWNSHIP RESOLUTION NUMBER 07-16-07 Date 7/16/18

DELAWARE COUNTY RESOLUTION NUMBER 18-1030 Date 9/24/18

Delaware Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Braumiller Road Improvement Project.

Delaware Township will provide funds totaling 15.0% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 10.5%, not to exceed the amount of funds provided by Delaware Township, of the cost of the Project. Such funds will come from the

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Delaware Township to be the lead applicant and to sign all necessary documents.

Delaware Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Genoa Township

COOPERATION AGREEMENT

Genoa Township and Delaware County
Highland Lakes Avenue Improvements Project

GENOA TOWNSHIP RESOLUTION NUMBER 18-0802003 Date 8/12/18

DELAWARE COUNTY RESOLUTION NUMBER 18-1030 Date 9/24/18

Genoa Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Highland Lakes Avenue Improvement Project.

Genoa Township will provide funds totaling 13.0% of the cost of the Project. Such funds will come from the Road & Bridge fund.

Delaware County, through the County Engineer will provide matching funds totaling 10.0%, not to exceed the amount of funds provided by Genoa Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Genoa Township to be the lead applicant and to sign all necessary documents.

Genoa Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Harlem Township

COOPERATION AGREEMENT

HARLEM Township and Delaware County
MONTGOMERY Road Improvements Project

HARLEM TOWNSHIP RESOLUTION NUMBER 18 07 18 715 Date 7/18/2018

DELAWARE COUNTY RESOLUTION NUMBER 18-1030 Date 9/24/18

HARLEM Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as MONTGOMERY Road Improvement Project.

HARLEM Township will provide funds totaling 16.0% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 15.0%, not to exceed the amount of funds provided by HARLEM Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes HARLEM Township to be the lead applicant and to sign all necessary documents.

HARLEM Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018

Delaware County Engineer’s OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Kingston Township

COOPERATION AGREEMENT

Kingston Township and Delaware County
DEL-61-4.71 (Wilson Road/SR 61/SR 656 Intersection Improvement Project)

KINGSTON TOWNSHIP RESOLUTION NUMBER #18.08.01 Date 8/7/2018

DELAWARE COUNTY RESOLUTION NUMBER 18-1030 Date 9/24/18

Kingston Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as DEL-61-4.71 (Wilson Road/SR 61/SR 656 Intersection Improvement Project).

Kingston Township will provide funds totaling 5% of the local share of the project. Such funds will come from the PMVL fund.

Delaware County, through the County Engineer will provide matching funds totaling 5%, not to exceed the amount of funds provided by Kingston Township, of the local share of the project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide engineering and construction management services, as needed, at no cost to the Township.

Delaware County authorizes Kingston Township to be the lead applicant and to sign all necessary documents.

Kingston Township agrees to pay its percentage of project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer’s OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Liberty Township

COOPERATION AGREEMENT

Liberty Township and Delaware County
West Orange Road Improvements Project

LIBERTY TOWNSHIP RESOLUTION NUMBER 18-0904-05 Date 9/4/18

DELAWARE COUNTY RESOLUTION NUMBER 18-1030 Date 9/24/18

LIBERTY Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as West Orange Road Improvement Project.

Liberty Township will provide funds totaling 17.6 % of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 12.4 %, not to exceed the amount of funds provided by Liberty Township, of the cost of the Project. Such funds will come from the Road and Bridge Projects fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Liberty Township to be the lead applicant and to sign all necessary documents.

Liberty Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer’s OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Orange Township

COOPERATION AGREEMENT

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018

Orange Township and Delaware County
Orange Road Improvements Phase 2 (DEL-TR114-1.51)

ORANGE TOWNSHIP RESOLUTION NUMBER 18-320 Date 9/17/18

DELAWARE COUNTY RESOLUTION NUMBER 18-1030 Date 9/24/18

Orange Township and Delaware County, the Parties to the agreement, hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Orange Road Improvements Phase 2 (DEL-TR114-1.51).

Orange Township, per Resolution 12-054A, determined the need to improve Orange Road, the kind and extent of the improvements and the route and termini of said improvements. They also ordered the County Engineer to complete the surveys, plans, profiles, cross sections, estimates and specifications needed for said improvements; and

The Delaware County Commissioners, per Resolution 17-438, authorized the continuation of professional services for Orange Road Improvements Phase 2 with CHA Consulting, Inc.

Orange Township will provide funds totaling 81% of the cost of the Project. Such funds will come from the Permanent Improvements (EAST ORANGE RD #2) fund (Account 4306-760-730-0330 Improvement of Sites (HIGHWAYS)).

Delaware County, through the County Engineer’s Grant Enhancement Program, will provide matching funds totaling 5% of the cost of the Project, not to exceed the amount of funds provided by Orange Township or \$50,000, whichever is less. Such funds will come from the Road and Bridge Projects Fund (10040421). The County Engineer will also provide design and construction engineering at no cost to the Township.

Delaware County authorizes Orange Township to be the lead applicant and to sign all necessary documents.

Each party agrees to pay its percentage of Project costs as construction invoices are due.

Oxford Township

COOPERATION AGREEMENT

Oxford Township and Delaware County
Piper Road Improvements Project

OXFORD TOWNSHIP RESOLUTION NUMBER 02-2018-08 Date 8/22/18

DELAWARE COUNTY RESOLUTION NUMBER 18-1030 Date 9/24/18

Oxford Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Piper Road Improvement Project.

Oxford Township will provide funds totaling 10 % of the cost of the Project. Such funds will come from the Road & Bridge Fund.

Delaware County, through the County Engineer will provide matching funds totaling 10 %, not to exceed the amount of funds provided by Oxford Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Oxford Township to be the lead applicant and to sign all necessary documents.

Oxford Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer’s OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer’s OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Porter Township

COOPERATION AGREEMENT

Porter Township and Delaware County
Kenney Road Improvements Project

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018

PORTER TOWNSHIP RESOLUTION NUMBER 070118 Date 7/13/18

DELAWARE COUNTY RESOLUTION NUMBER 18-1030 Date 9/24/18

Porter Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Kenney Road Improvement Project.

Porter Township will provide funds totaling 17.0% of the cost of the Project. Such funds will come from the General fund.

Delaware County, through the County Engineer will provide matching funds totaling 17.0%, not to exceed the amount of funds provided by Porter Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Porter Township to be the lead applicant and to sign all necessary documents.

Porter Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Scioto Township

COOPERATION AGREEMENT

Scioto Township and Delaware County
Stover Road Improvements Project

SCIOTO TOWNSHIP RESOLUTION NUMBER 080102018 Date 8/1/18

DELAWARE COUNTY RESOLUTION NUMBER 18-1030 Date 9/24/18

Scioto Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Stover Road Improvement Project.

Scioto Township will provide funds totaling 11.5% of the cost of the Project. Such funds will come from the Road & Bridge fund.

Delaware County, through the County Engineer will provide matching funds totaling 11.5% not to exceed the amount of funds provided by Scioto Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Scioto Township to be the lead applicant and to sign all necessary documents.

Scioto Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Thompson Township

COOPERATION AGREEMENT

Thompson Township and Delaware County
Fulton Creek Road Improvements Project

THOMPSON TOWNSHIP RESOLUTION NUMBER 2018-5 Date 8/1/18

DELAWARE COUNTY RESOLUTION NUMBER 18-1030 Date 9/24/18

Thompson Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Fulton Creek Road Improvement Project.

Thompson Township will provide funds totaling 12.25% of the cost of the Project. Such funds will come from

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018

the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 11.25%, not to exceed the amount of funds provided by Thompson Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Thompson Township to be the lead applicant and to sign all necessary documents.

Thompson Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Trenton Township

COOPERATION AGREEMENT

Trenton Township and Delaware County
Creek Road Improvements Project

TRENTON TOWNSHIP RESOLUTION NUMBER 8-18-09-02 Date 9/5/18

DELAWARE COUNTY RESOLUTION NUMBER 18-1030 Date 9/24/18

Trenton Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Creek Road Improvement Project.

Trenton Township will provide funds totaling 18.0% of the cost of the Project. Such funds will come from the General fund.

Delaware County, through the County Engineer will provide matching funds totaling 18.0%, not to exceed the amount of funds provided by Trenton Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Trenton Township to be the lead applicant and to sign all necessary documents.

Trenton Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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

19
RESOLUTION NO. 18-1031

9:45A.M. IN THE MATTER OF OPENING THE PUBLIC HEARING WITH RESPECT TO THE POTENTIAL ISSUANCE BY FRANKLIN COUNTY OF ITS REVENUE BONDS PURSUANT TO CHAPTER 140, OHIO REVISED CODE, TO FINANCE HOSPITAL FACILITIES FOR THE BENEFIT OF OHIOHEALTH CORPORATION LOCATED IN FRANKLIN COUNTY, DELAWARE COUNTY AND CERTAIN OTHER COUNTIES PURSUANT TO SECTION 147(f) OF THE INTERNAL REVENUE CODE:

It was moved Mrs. Lewis, seconded by Mr. Benton to open the hearing at 9:52 A.M.

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

19 continued
RESOLUTION NO. 18- 1032

IN THE MATTER OF CLOSING THE PUBLIC HEARING WITH RESPECT TO THE POTENTIAL ISSUANCE BY FRANKLIN COUNTY OF ITS REVENUE BONDS PURSUANT TO CHAPTER 140, OHIO REVISED CODE, TO FINANCE HOSPITAL FACILITIES FOR THE BENEFIT OF OHIOHEALTH CORPORATION LOCATED IN FRANKLIN COUNTY, DELAWARE COUNTY AND CERTAIN OTHER COUNTIES PURSUANT TO SECTION 147(f) OF THE INTERNAL REVENUE CODE:

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

It was moved Mr. Benton, seconded by Mrs. Lewis to close the hearing at 9:57 A.M.

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

20

RESOLUTION NO. 18-1033

A RESOLUTION APPROVING THE POTENTIAL ISSUANCE BY FRANKLIN COUNTY OF ITS REVENUE BONDS PURSUANT TO CHAPTER 140, OHIO REVISED CODE, TO FINANCE HOSPITAL FACILITIES FOR THE BENEFIT OF OHIOHEALTH CORPORATION LOCATED IN FRANKLIN COUNTY, DELAWARE COUNTY AND CERTAIN OTHER COUNTIES PURSUANT TO SECTION 147(f) OF THE INTERNAL REVENUE CODE AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PARTICIPATING PUBLIC HOSPITAL AGENCIES AGREEMENT AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS:

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

WHEREAS, the County of Franklin, Ohio (“Franklin County”), as a “Public Hospital Agency,” as defined in Chapter 140, Revised Code (the “Act”), is authorized and empowered by the Act to (a) acquire, construct, improve and equip “Hospital Facilities,” as defined in the Act, and (b) issue its revenue bonds to refund bonds and other obligations issued to pay the “costs of hospital facilities,” as defined in the Act;

WHEREAS, pursuant to the Act and a public hearing held by the County Hospital Commission of Franklin County on August 29, 2018, Franklin County anticipates issuing its Hospital Facilities Revenue Bonds, Series 2018 (OhioHealth Corporation) (the “Series 2018 Bonds”), in one or more series, in an aggregate principal amount not to exceed \$275,000,000, the proceeds of which are to be used by OhioHealth Corporation (the “Corporation”) and certain of its nonprofit affiliates, each an Ohio nonprofit corporation, to finance the costs of the acquisition, construction, installation and equipping of certain “hospital facilities”, as defined in the Act, located within the County of Franklin, Ohio, the County of Delaware, Ohio, the County of Athens, Ohio, the County of Hardin, Ohio, the County of Marion, Ohio and the County of Richland, Ohio (collectively, the “Participating Public Hospital Agencies”);

WHEREAS, the Act provides a procedure by which “Public Hospital Agencies,” including counties and municipal corporations, may enter into an agreement pursuant to which a Public Hospital Agency may issue its revenue bonds or notes to fund the capital needs of Hospital Facilities located in the jurisdictions of each of the Public Hospital Agencies which are parties to such agreement, for the public purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby; and

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

Section 1. Approval. The issuance of the Series 2018 Bonds is hereby approved by this Board, as an “applicable elected representative” of Delaware County, solely for the purpose of satisfying the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended. Based on representations of the Corporation, the proceeds of the Series 2018 Bonds will be used for the purpose of (a) financing a portion of the costs of acquiring, constructing, installing, equipping and otherwise improving “hospital facilities”, as defined in Section 140.01 of the Ohio Revised Code, including reimbursing costs previously incurred for such projects, including, without limitation, (i) the construction of the newly established OhioHealth Corporation Corporate Administrative Building, (ii) the acquisition and construction of the new Grove City Health Center, (iii) construction of and/or improvements to the Downtown Community Care Center, the Trauma Service Expansion and the Master Facility Bed Expansion, each associated with Grant Medical Center, (iv) construction of and/or improvements to the Neonatal Intensive Care Unit, the Renal Dialysis Relation Center, the Cardiac Nuclear Imaging Center and the Surgery Modernization Project, each associated with Riverside Methodist Hospital, (v) construction of and/or improvements to the 5th Floor Facilities, Endoscopy Facilities and Outpatient Services associated with OhioHealth Doctors Hospital, (vi) construction of and/or improvements to the Freestanding Emergency Department associated with the OhioHealth Mansfield Hospital, (vii) construction of and/or improvements to the Emergency Department associated with OhioHealth Shelby Hospital, (viii) construction of and/or improvements to Critical Care Infrastructure and Radiation Oncology Facilities associated with OhioHealth O’Bleness Hospital, (ix) construction of and/or improvements to the MRI and Imaging Facilities, the Cardiac Catheter Laboratory Facilities and the Delaware Medical Campus Radiation Oncology Facilities, each associated with OhioHealth Grady Memorial Hospital, (x) construction of and/or improvements to the Master Facility Plan-Bed Privatization project associated with OhioHealth Marion General Hospital, (xi) construction of and/or improvements to the Hardin Memorial Hospital, (xii) construction of and/or improvements to the Interim Campus Expansion and the Medical and Surgical Expansion, each associated with Dublin Methodist Hospital, and (xiii) other routine capital expenditures, all of which hospital facilities, including those specifically set forth in (i)-(xiii) above, are currently located or are to be located at the following locations: 66-80 S. 6th St. Columbus, Ohio, 1750 W. 4th St. Ontario, Ohio, 141 E. 6th St. Columbus, Ohio, 340 E. 6th St. Columbus, Ohio, 651 Central Ave. Delaware, Ohio, 5555 Cleveland Ave. Columbus, Ohio, 335 Gleasner Ave. Mansfield, Ohio, 770 Jasonway Ave. Columbus, Ohio, 262 Neil Ave. Columbus, Ohio, 1020-1050 Delaware Avenue Marion, Ohio, 2240 N. Bank Dr. Columbus, Ohio, 3880 Fishinger Blvd Hilliard., Ohio, 801 OhioHealth Blvd Delaware, Ohio, 75 Washington Blvd Kenton, Ohio, 250 W. Bridge St. Dublin, Ohio, 180 E. Broad St. Columbus, Ohio, 5000-5100 W. Broad St. Columbus, Ohio, 165 West

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

Center St. Marion, Ohio, 454-561 W. Central Ave. Delaware, Ohio, 100 Tippet Court Sunbury, Ohio, 4335 Alum Creek Dr. Obetz, Ohio, 6314 Scioto Darby Creek Road Hilliard, Ohio, 55-75 Hospital Dr. Athens, Ohio, 6905-7450 Hospital Dr. Dublin, Ohio, 785-800 McConnell Dr. Columbus, Ohio, 7853 Pacer Dr. Delaware, Ohio, 6670-6870 Perimeter Dr. Dublin, Ohio, 1450 Davidson Dr. Reynoldsburg, Ohio, 4191 Kelnor Dr. Grove City, Ohio, 5300 Nike Dr. Hilliard, Ohio, 130 University Dr. Marion, Ohio, 7630 Rivers Edge Dr. Columbus, Ohio, 921 E. Franklin St. Kenton, Ohio, 990 S. Galloway Road Galloway, Ohio, 111 S. Grant Ave Columbus, Ohio, 5610 N. Hamilton Rd. Columbus, Ohio, 5868 N. Hamilton Rd. New Albany, Ohio, 765 N. Hamilton Rd.. Gahanna, Ohio, 4141 N. Hampton Dr. Powell, Ohio, 5130-5131 Beacon Hill Road Columbus, Ohio, 931 Chatham Lane Columbus, Ohio, 500-797 Thomas Lane Columbus, Ohio, 1365 N. Lexington-Springmill Rd. Ontario, Ohio, 11 John Lloyd Evans Memorial Dr. Nelsonville, Ohio, 4850 & 4882 E. Main St. Columbus, Ohio, 6960 E. Main St. Reynoldsburg, Ohio, 500 E. Main St. Columbus, Ohio, 460 S. Main St. Mt. Victory, Ohio, 199 W. Main St. Shelby, Ohio, 7708 Green Meadows Dr. Lewis Center, Ohio, 3663 Ridge Mill Dr. Hilliard, Ohio, 1713 Marion Mt. Gilead Rd. Marion, Ohio, 3 E. Nationwide Blvd. Columbus, Ohio, 7 Easton Oval Columbus, Ohio, 1000 McKinley Park Dr. Marion, Ohio, 3430 OhioHealth Parkway Columbus, Ohio, 10401 Sawmill Parkway Powell, Ohio, 1710 Columbus Pike Delaware, Ohio, 1120 Polaris Pkwy Columbus, Ohio, 300 Polaris Pkwy Westerville, Ohio, 565 Metro Place South Dublin, Ohio, 2222 Welcome Place Columbus, Ohio, 1166 Dublin Rd. Columbus, Ohio, 3363 Tremont Rd. Columbus, Ohio, 5350-5450 Frantz Rd. Dublin, Ohio, 3535-3820 Olentangy River Road Columbus, Ohio, 2014 Baltimore-Reynoldsburg Road Reynoldsburg, Ohio, 1325-2030 Stringtown Road Grove City, Ohio, 141 S. 6th St. Columbus, Ohio, 387 Rich St. Columbus, Ohio, 4343 All Seasons Dr. Hilliard, Ohio, 285 E. State St. Columbus, Ohio, 1033 High St. Worthington, Ohio, 5050 Palmetto St. Columbus, Ohio, 1125 Yard St. Columbus, Ohio, 895 W. 3rd Ave Grandview, Ohio, 303-393 E. Town St. Columbus, Ohio, 444 W. Union St. Athens, Ohio, 404 E. Wilson Bridge Rd. Columbus, Ohio, 444 E. Union St. Athens, Ohio (collectively, the "Project") and (b) paying certain costs and expenses incurred with respect to the issuance of the Series 2018 Bonds, including costs of credit enhancement, any liquidity facility and any interest rate exchange agreement. The initial owners or primary users of each of the facilities financed from the proceeds of the Series 2018 Bonds are presently expected to be the Corporation, Grady Memorial Hospital, Marion General Hospital, Inc., Hardin Memorial Hospital, MedCentral Health System or The Sheltering Arms Hospital Foundation, Inc. dba O'Bleness Memorial Hospital, each Ohio nonprofit corporations.

Section 2. No Obligation. The costs of issuance of the Series 2018 Bonds shall be paid from the proceeds of the Series 2018 Bonds, or from moneys made available by the Corporation or its affiliates. The Series 2018 Bonds do not constitute a general obligation, debt or bonded indebtedness of Franklin County or this County and neither the faith or credit or taxing power of Franklin County or this County or any other political subdivision is pledged to the payment of principal of or interest on the Series 2018 Bonds and the holders or owners thereof shall not be given the right and have no right to have excises or taxes levied by Franklin County or this County for the payment of principal of and interest thereon. Further, no part of the Series 2018 Bonds are to be issued, or shall be deemed issued, for or on behalf of this County.

Section 3. Bond Terms. The terms and provisions of the Series 2018 Bonds shall be as provided for in or pursuant to resolutions of the County Hospital Commission of Franklin County and the Board of County Commissioners of Franklin County authorizing the issuance, sale and delivery of the Series 2018 Bonds.

Section 4. Execution of the Participating Public Hospital Agencies Agreement. The Participating Public Hospital Agencies Agreement in substantially the form presented to this Board and on file with the Clerk of this Board is hereby approved, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of the Participating Public Hospital Agencies Agreement, and it is hereby determined that the Participating Public Hospital Agencies Agreement will promote the public purposes set forth in Section 140.02, Ohio Revised Code, will better provide for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities, that any contribution made by this County under the Public Hospital Agencies Agreement will be fair consideration for value and benefit to be derived by this County under the Participating Public Hospital Agencies Agreement, and that this County will be duly benefited thereby.

Section 5. Execution of Other Documents. Any member of this Board, the Clerk of this Board, and other County officials, as appropriate, are each authorized and directed to sign any transcript certificates and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

Section 6. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. Effectiveness. This Resolution shall be in full force and effect immediately upon its adoption.

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

21

RESOLUTION NO. 18-1034

IN THE MATTER OF NAMING ROBERT ANDERSON, DELAWARE COUNTY'S DIRECTOR OF

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

JOB AND FAMILY SERVICES, A REPRESENTATIVE TO THE BRIDGES COMMUNITY ACTION PARTNERSHIP OF DELAWARE, MADISON, UNION, CHAMPAIGN, LOGAN, AND SHELBY COUNTIES:

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

WHEREAS, the Board of Commissioners of Delaware County may name representatives to the Bridges Community Action Partnership of Delaware, Madison, Union, Champaign, Logan, and Shelby Counties; and

WHEREAS, Resolution No. 18-07 names Commissioner Barb Lewis as the Commissioners’ representative to the Bridges Community Action Partnership Board; and

WHEREAS, by virtue of his position, the Delaware County Director of Job and Family Services is an additional representative to the Bridges Community Action Partnership Board; and

WHEREAS, Robert Anderson is the new Delaware County Director of Job and Family Services;

NOW, THEREFORE, BE IT RESOLVED that Delaware County Director of Job and Family Services Robert Anderson is named a Delaware County Board of Commissioners’ representative to the Bridges Community Action Partnership of Delaware, Madison, Union, Champaign, Logan, and Shelby Counties.

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

22

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator

-No reports

23

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton

- Would like to compliment the Fair Board and Agricultural Society on a job well done with the County Fair and Little Brown Jug.
- Will be attending the OWU Lifelong Learning discussion.
- Attended the annual Farm and Science Review event.
- Attended “The Point” ribbon cutting ceremony at Otterbein University. This is a collaboration between Otterbein, JOBS Ohio and Chase.
- The Employee Appreciation lunch will be tomorrow.
- There is an Investment Committee meeting Thursday.
- Congrats to Sean Hughes and the City of Delaware for landing Old Dog Brew Pub going in near the corner of Sandusky and William Street.
- The bed tax revenue will start to be seen at the Fairgrounds starting next month with the tearing down of old barns and building new barns and a new Ag. Building.
- The Economic Development department has sent out a package of information on Grief Industrial Park to be a premier DATA location area.
- The Cleveland Brown won.
- The Ryder Cup starts Friday.

Commissioner Lewis

-Read an update from EMA Director Sean Miller who assisted in an area of North Carolina with Hurricane Relief.

Commissioner Merrell

- Attended the Veteran’s Dinner on Friday evening. Thought the event was well done and well attended.
- Attended the CCAO Board Meeting on Friday. CCAO has come out opposed to Issue 1.

24

RESOLUTION NO. 18-1035

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

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

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

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

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

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

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

RESOLUTION NO. 18-1036

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

RESOLUTION NO. 18-1037

IN THE MATTER OF APPROVING CONTRACTS OF SALE AND PURCHASE FOR FRED V. WHITE, JR. AND KATE W. HASTINGS FOR THE PROJECT KNOWN AS DEL-CR 10 & DEL-TR 114; FOR BRANDAN ADKINS AND JENNIFER ADKINS FOR THE PROJECT KNOWN AS DEL-TR 99-1.79; AND FOR JUDITH D. HOOK FOR THE PROJECT KNOWN AS DEL-CR 123-5.05

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 Fred V. White, Jr. and Kate W. Hastings for the project known as DEL-CR 10 & DEL-TR 114; for Brandan Adkins and Jennifer Adkins for the project known as DEL-TR 99-1.79; and for Judith D. Hook for the project known as DEL-CR 123-5.05.

NOW, THEREFORE BE IT RESOLVED that:

Section 1. The Delaware County Board of Commissioners approve the Contracts of Sale and Purchase for Fred V. White, Jr. and Kate W. Hastings for the project known as DEL-CR 10 & DEL-TR 114; for Brandan Adkins and Jennifer Adkins for the project known as DEL-TR 99-1.79; and for Judith D. Hook for the project known as DEL-CR 123-5.05.

DEL-CR 10 & DEL-TR 114

Fred V. White, Jr. and Kate W. Hastings

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

WITNESSETH: On this 24th day of September, 2018 (“Effective Date”), Fred V. White, Jr. and Kate W. Hastings, Successor Co-Trustees under the Revocable Trust Agreement of E. Louise White dated November 30, 1995, 10851 Gulf Shore Dr. #703, Naples, FL 34108, 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 1 WD, 2 WD, 1 SH, 2 SH
DEL-CR10 & DEL-TR114

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 **\$146,300.00 (“Purchase Price”)** 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, devaluation, or loss of use to any residual lands of the SELLER due to the SELLER’s dedication of the Property ; and,
 - (C) For SELLER’s covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,

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

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

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 installments of special assessments levied and assessed against the PROPERTY, which are due or have otherwise come due prior to Closing.

PURCHASER shall remit a sum of \$15,000.00 ("Deposit") to the SELLER at the time of execution of this Contract, to guarantee to the SELLER the closing of the transaction.

SELLER makes no express or implied representations or warranties with respect to the condition of the Property or suitability or fitness of such.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the PURCHASER by the SELLER that SELLER is ready to close. Closing shall occur no later than ninety (90) days following the Effective Date of this Contract, provided that prior to closing, SELLER shall demolish the residential structure contiguous to and located on the Property, remove and properly dispose of all debris generated by such demolition and restore such area to a level condition and seeded for grass. At closing, all title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER, and Purchaser shall remit to Seller \$131,300.00, the balance of the Purchase Price.
3. PURCHASER shall be responsible to pay all fees and costs incurred to prepare and record the transfer deed, any title commitment, search or title policy it may obtain, County Auditor's real estate transfer taxes and fees, and any and all closing and escrow costs charged by the escrow agent referred to in Paragraph 9.
4. 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.
5. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, which Seller may hold over the Property, including access rights to and from the PROPERTY, whatever the nature of such access rights.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all monetary liens and monetary 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.

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.

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

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

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 financial damage to any residue property as a result of the transfer (but not otherwise due to the acts or omissions of Seller which cause actual physical damage to Seller's remaining property), 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.

DEL-TR 99-1.79

Brandan Adkins & Jennifer Adkins

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

WITNESSETH: On this 24th day of September, 2018, Brandan Adkins and Jennifer Adkins, whose address is 3077 Piatt Road, Delaware, Ohio, 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 13-WD
DEL-TR 99-1.79, Piatt Road Extension

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

TERMS OF PURCHASE:

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Twenty-Eight Thousand Three Hundred Sixty-Four Dollars (\$28,364)** 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 agrees to restore the PROPERTY to the condition it was in at the time of the execution of

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

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.

DEL-CR 123-5.05

Judith D. Hook:

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

WITNESSETH: On this 24th day of September, 2018, Judith D. Hook, Trustee of the Revocable Trust Created by Judith D. Hook on December 15, 1998 whose address is 123 Hyatt's Road, Delaware, Ohio 43015 hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

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)
Par. 15-SH, 15T, T1 & T2
DEL-CR123-5.05 – Hyatts Road at US 23 Intersection Improvements

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

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of One Hundred Twenty Two Thousand Eight Hundred Sixty Four Dollars and Zero Cents (\$122,864.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

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

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

**COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018**

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.

COMMISSIONERS JOURNAL NO. 69 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 24, 2018

- a. Purchaser shall permit Seller to construct or reinstall 219 feet of fence to be removed per plans. Upon completion of project, Seller may erect fence within the permanent easement (described as 15-SH) in a location of their choosing within the back slope of the constructed ditch.
- b. Seller may remove and retain all existing materials (Fence, columns, lighting, etc.) within permanent easement (described as 15-SH). All items to be retained by seller must be removed by June 1, 2019.

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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners