

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 20, 2019**

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

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

1:30 P.M. Viewing For Consideration Of The Ladda #3 Watershed Drainage Improvement Petition (Vicinity of 2130 Burnt Pond Road Ostrander, Ohio 43061)

RESOLUTION NO. 19-476

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 16, 2019:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 16, 2019; 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

PUBLIC COMMENT

RESOLUTION NO. 19-477

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0517, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0517:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0517, memo transfers in batch numbers MTAPR0517 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1903345	FCX PERFORMANCE INC	LIMITORQUE ELECTRIC ACTUATOR - LS	66211900 - 5450	\$6,715.00

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

RESOLUTION NO. 19-478

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Communications Department is requesting that Patrick Brandt, Matthew Fletcher and 9-1-1 Board Member attend a Commission on Accreditation for Law Enforcement Agencies in Covington, Kentucky from November 12-16, 2019 at the cost of \$6,075.00 (fund number 21411306).

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

RESOLUTION NO. 19-479

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSIONS SCHEDULED FOR THURSDAY JULY 25, 2019 AND THURSDAY AUGUST 29, 2019:

It was moved by Mr. Merrell, seconded by Mr. Benton to cancel the Commissioners' sessions scheduled for Thursday July 25, 2019 and Thursday August 29, 2019.

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

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 20, 2019

RESOLUTION NO. 19-480

IN THE MATTER OF SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE HOOVER #61 DRAINAGE IMPROVEMENT PETITION FILED BY TONY AND CHRISTY HILL AND OTHERS:

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

WHEREAS, on April 19, 2019, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Tony and Christy Hill and Others, to:

1. In Delaware County, Harlem Township, within the Hoover #61 watershed and generally following but not limited to the course and termini of the existing improvements.
2. To generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, that **Monday, July 15, 2019, at 1:30P.M.** in the vicinity of 13600 Woodtown Road, Galena, Ohio 43021 be and the same is hereby fixed as the time and place for the view thereon; and

BE IT FURTHER RESOLVED that **Thursday, October 10, 2019, at 10:00A.M.** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition; and

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

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

RESOLUTION NO. 19-481

IN THE MATTER OF RECOGNIZING THE THIRD WEEK OF MAY AS EMERGENCY MEDICAL SERVICES WEEK:

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

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of Delaware County Emergency Medical Services are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW, THEREFORE, BE IT RESOLVED, that the Delaware County Board of Commissioners in recognition of this event do hereby proclaim the week of May 19-25, 2019, as EMERGENCY MEDICAL SERVICES WEEK in Delaware County, with the theme, EMS Strong: Beyond the Call.

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

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 20, 2019**

EMERGENCY MEDICAL SERVICES CAPTAIN RECOGNITION

RESOLUTION NO. 19-482

IN THE MATTER OF AWARDING THE BID TO AND APPROVING THE CONTRACT WITH B&B SEALING (DBA DURASEAL) FOR THE PROJECT KNOWN AS THE CDBG PY2018 ACTIVITY 1 ASHLEY VILLAGE STREET IMPROVEMENTS:

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

WHEREAS, the Board of Delaware County Commissioners (the "Board") approved the Program Year 2018 Small Cities Community Development Block Grant Agreement B-F-18-1AT-1 with the Ohio Development Services Agency per Resolution No. 18-1055; and

WHEREAS, the Board solicited bids for the project known as the CDBG PY2018 Activity 1 Ashley Village Street Improvements; and

WHEREAS, the Delaware County Economic Development Coordinator and OHM Advisors reviewed the bids received, and the bid submitted by B&B Sealing (DBA Dura Seal), in the amount of \$99,337.50 as the base bid, \$17,640.00 as the alternate 1 bid, and \$24,000.00 as the alternate 2 bid and has been determined to be the lowest and best bid; and

WHEREAS, the Delaware County Economic Development Coordinator and the Village of Ashley jointly recommend approving the award of the bid and approving the contract for the project;

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

Section 1. The Board hereby awards the bid to B&B Sealing (DBA Dura Seal) in the amount of \$140,977.50 for CDBG PY2018 Activity 1 Ashley Village Street Improvements.

Section 2. The Board hereby approves the contract with B&B Sealing (DBA Dura Seal) as follows:

AGREEMENT

This Agreement entered into by and between the Village of Ashley and Delaware County Board of Commissioners, located in Delaware County, Ohio, hereinafter referred to at times as "Owner" and **B&B Sealing (DBA Dura Seal)** hereinafter referred to at all times as "Contractor".

WITNESSETH

WHEREAS, the Owner, Delaware County Board of Commissioners, Ohio, advertised for bids for the 2019 Ashley Paving Program CDBG in accordance with the plans and specifications for said work, prepared by OHM Advisors / Chad M. Lewis, PE, and on file in the office of the Clerk; and

WHEREAS, certain bids were received by the County pursuant to the aforesaid authority of Delaware County Board of Commissioners, Ohio, for the aforesaid purpose, and the Owner has determined that the bid by B&B Sealing (DBA Dura Seal) was the lowest and best bid submitted therefore; and

WHEREAS, it is the mutual desire of the parties to consummate the improvement pursuant to the plans and specifications prepared by OHM Advisors / Chad M. Lewis, PE, and on file in the office of the County, the advertisement for bids and/or the proposal, as well as the bid and/or proposal submitted by B&B Sealing (DBA Dura Seal) for said improvement therefore.

In consideration of the premises, the covenants and promises of the parties hereto which are set forth herein, said parties have agreed and do hereby agree as follows:

1. The Contractor agrees to complete the 2019 Ashley Paving Program CDBG in the Village of Ashley, Ohio in accordance with the plans and specifications prepared OHM Advisors/ Chad M. Lewis, PE and on file in the office of the Clerk, the advertisement for bids for said improvement as well as the bid and/or proposal of the Contractor submitted for the improvement.
2. The Owner agrees to pay to the Contractor for the said work in accordance with the terms and conditions specified in the bid or proposal of the Contractor submitted to the Owner.
3. It is further mutually agreed that the plans and specifications prepared OHM Advisors / Chad M. Lewis, PE, and on file in the office of the Clerk, the advertisement for bids, the bid and/or proposal of the Contractor submitted for the 2019 Ashley Paving Program CDBG in the Village of Ashley, Ohio, the instructions to bidders, the affidavit, performance bond, the Contractor's certificate of having Workman's

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 20, 2019**

Compensation insurance with the State of Ohio, the Contractor's proof of property damage and liability insurance in a suitable amount are incorporated, and by reference hereto, made a part of this agreement as though fully rewritten herein.

4. It is further mutually agreed by and between the parties hereto that no escrow account for the 2019 Ashley Paving Program CDBG in the Village of Ashley, Ohio, will be established pursuant to Sections 153.13, 153.14, and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

IN WITNESS WHEREOF, the Village of Ashley and Delaware County Board of Commissioners, by its Mayor James L. Nelson, and its Clerk, and

PUBLIC IMPROVEMENT AGREEMENT

This agreement is made as of May 20, 2019, between the Village of Ashley and Delaware County Board of Commissioners, Ohio by and through the James L. Nelson, Mayor of the Village of Ashley and Delaware County Board of Commissioners, Ohio, (Hereinafter the Public Authority) and B&B Sealing (DBA Dura Seal) (Hereinafter the Contractor), under the following circumstances:

WHEREAS, Ohio Revised Code, Chapter 4115 requires that contracts for projects being constructed with public funds comply with Chapter 4115 of the Revised Code; and

WHEREAS, the total project cost of this project exceeds the maximum amount this project is hereby designated as a public improvement project, and

WHEREAS, all contractors and subcontractors involved in this construction project must comply with the provisions of Ohio Revised Code, Chapter 4115, and

WHEREAS, this agreement clarifies with whom certain responsibilities established by Chapter 4115 lie.

It is hereby agreed:

1. That the Public Authority shall obtain the federal prevailing wage rate determination and attach it to the specifications for the work and otherwise comply with Ohio Revised Code, Section 4115.04.
2. That the contract between the Public Authority and the General Contractor and the contract between the General Contractor and all his subcontractors shall contain a provision requiring all contractors and subcontractors performing work on the project to pay a rate of wages not less than the wage rate determined by this Department of the project.
3. That the General Contractor shall cause to be posted in a prominent and accessible place on the site of the project a legible statement of the schedule of wage rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed and shall cause the statement to remain posted during the life of each contract, pursuant to Ohio Revised Code, Section 4115.07.
4. That the Public Authority shall give notice to the General Contractor and the General Contractor shall give notice to the subcontractors that they shall file certified payroll reports and the affidavit required by Ohio Revised Code, Sections 4115.07 and 4115.071.
5. That the Public Authority shall appoint a federal prevailing wage coordinator who shall exercise the powers and duties imposed by Ohio Revised Code, Section 4115.071 and as set forth by the Ohio Attorney General's Office. The duties of the federal prevailing wage coordinator are incorporated herein:
 - a. Set up and maintain files containing all contractors' and subcontractors' payroll reports.
 - b. Maintain a list of pay dates.
 - c. Within two weeks after the first pay day, receive from each contractor a certified copy of payroll reports for each employee with specific information on deductions. A certified payroll report means that it must be sworn to and signed by the contractor.
 - i. If the project is to exceed four months, all reports after the initial report (the initial report must be filed within two weeks) can be filed once per month.
 - ii. If the project is to last less than four months, all reports are to be filed weekly after the initial report.
 - d. Monitor compliance with the Federal Prevailing Wage Law which includes site visits to verify that the required postings and job classifications are to be complied with.
 - e. At the completion of the project, the Wage Coordinator is to require an affidavit of compliance from each contractor. An affidavit must be sworn to and notarized.
 - f. The coordinator is to report any noncompliance to the Director of the Department of Industrial Relations in writing.
6. The Public Authority shall notify the General Contractor and the General Contractor shall notify each subcontractor of the identity of the federal prevailing wage coordinator.
7. That upon notice by the federal prevailing wage coordinator or the Department of Industrial Relations

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 20, 2019**

to the General Contractor of a failure by a contractor or subcontractor to comply with the reporting requirements of Ohio Revised Code, Section 4115.071 (C), the General Contractor shall take such steps as are necessary to cause the contractor, subcontractor, or other person to comply.

8. That, upon notice to the Public Authority by the Department of Industrial Relations of any apparent violation of the requirements of Chapter 4115 by any contractor or subcontractor, the Public Authority shall withhold any further payments to the General Contractor on this project.

9. The General Contractor shall file a complete list of all subcontractors with the Prevailing Wage Coordinator prior to the start of construction.

10. The General Contractor shall be responsible for the compliance with all requirements of Ohio Revised Code, Chapter 4115 by himself and all subcontractors.

11. That nothing in this agreement shall be construed as a limitation or restriction on any party to avoid himself of any procedure or remedy available to them in O.R.C. Chapter 4115.

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

RESOLUTION NO. 19-483

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR NORTH ROAD PARK:

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

WHEREAS, the construction of new sanitary sewers at the North Road Park have been completed to meet Delaware County Sewer District requirements; and

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

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

North Road Park	714 linear feet of 8-inch sewer mainline	\$28,410.06
	394 linear feet of 6-inch sanitary laterals	\$13,167.48
	5 sanitary manholes	\$22,898.20
	Ancillary Items	\$55,202.73

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

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

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

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

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

RESOLUTION NO. 19-484

IN THE MATTER OF APPROVING A PARTIAL RELEASE AND VACATION OF SANITARY SEWER EASEMENT FOR LOT 2170 BROOKVIEW MANOR, SECTION 2, BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO (OFFICIAL RECORD 1310, PAGES 835-837):

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

WHEREAS, the Sanitary Engineer has received a request to vacate a portion of an existing sanitary sewer easement located within Lot 2170 of Brookview Manor, Section 2 Subdivision; and

WHEREAS, since the time of recording the plat for this subdivision, the Sanitary Engineer has determined that the platted easement is in conflict with the alignment of sanitary sewer in Section 3 by the developer of said Section; and

WHEREAS, the Sanitary Engineer has determined that a portion of the sanitary sewer easement can be

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 20, 2019**

released and vacated without adversely affecting Delaware County; and

WHEREAS, the Sanitary Engineer recommends approving a Partial Release and Vacation of Sanitary Sewer Easement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Vacation and Release of Easement:

VACATION AND RELEASE OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT effective this 20th day of May, 2019, the undersigned DELAWARE COUNTY BOARD OF COMMISSIONERS, a/k/a Delaware County Commissioners, a political subdivision of the State of Ohio, hereby permanently surrenders, vacates, and releases a portion of that certain Sanitary Sewer Easement granted to it by Pulte Homes of Ohio, LLC, of record in Official Record Volume 1310, Pages 2276-2279 and as delineated on Brookview Manor Section 2 by instrument recorded in Official Record Volume 1456, Pages 835-837 Recorder’s Office, Delaware County, Ohio, such surrendered, vacated, and released portion of the easement being described and depicted on Exhibit A attached hereto. Further, the undersigned hereby authorizes and directs the Delaware County Recorder to record this Vacation and Release of Easement in the County Records.

IN WITNESS WHEREOF, the undersigned has caused this Vacation and Release of Easement to be executed effective the day and year first above stated.

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

RESOLUTION NO. 19-485

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

It was moved by Mr. Merrell, 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
U19-070	Del-Co Water	Bunty Station Road	Install Water line in ROW
U19-071	American Cell, LLC	Green Meadows Dr. W.	Build wireless support structure
U19-072	MCI Metro	Owenfield Dr.	Install fiber optic cable via directional bore
U19-073	MCI Metro	Polaris Parkway	Install fiber optic cable via directional bore
U19-074	AEP	Green Meadows Dr.	Relocate facilities
U19-075	Columbia Gas	Liberty Road	Relocate gas main
U19-076	Frontier	Chapman Road	Bury cable and place poles
U19-077	AEP	Seldom Seen Road	Relocate facilities

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

RESOLUTION NO. 19-486

IN THE MATTER OF APPROVING CONTRACTS OF SALE AND PURCHASE FOR RICHARD AND REBECCA NEMEC FOR DEL-CR13-1.65, AND COVCAS I – COLUMBUS-HIGHFIELD, LLC FOR DEL-TR409-0.28:

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

Whereas, the County Engineer recommends approval of the Contracts of Sale and Purchase for Richard E. Nemec, Jr. and Rebeca L. Nemec for the project known as DEL-CR13-1.65; and for COVCAS I – Columbus-Highfield, LLC for the project known as DEL-TR409-0.28;

Now, Therefore, Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approve the Contracts of Sale and Purchase for Richard E. Nemec, Jr. and Rebeca L. Nemec for the project known as DEL-CR13-1.65; and for COVCAS I – Columbus-Highfield, LLC for the project known as DEL-TR409-0.28 as follows:

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 20, 2019**

DEL-CR13-1.65

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

WITNESSETH: On this 20th day of May, 2019, Richard E. Nemec Jr. and Rebecca L. Nemec, husband and wife 7258 Worthington Rd. Westerville, Ohio 43082 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)
18-SH1, SH2, SH3, T1, T2
DEL-CR13-1.65

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 \$446,205.00 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) Not Applicable
 - (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.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 20, 2019**

7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

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

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 on **OCTOBER 1, 2019**, and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

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, 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.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 20, 2019**

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-TR409-0.28

**CONTRACT OF SALE AND PURCHASE
(VACANT LAND)**

WITNESSETH: On this 20th day of May, 2019 (the "**Effective Date**"), COVCAS I – COLUMBUS-HIGHFIELD, LLC, whose address is c/o Covington Investments, LLC, 14180 Dallas Parkway, Suite 730, Dallas, TX 75254, Attention: Mark Milakovich, 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**," approximately 0.3261 acres of land located in the Township of Orange, Delaware County, Ohio, being more particularly described on Exhibit A attached hereto, incorporated herein and made a part hereof as if fully rewritten herein (the "**Property**").

TERMS OF PURCHASE:

1. Subject to the terms, provisions and conditions hereinafter set forth, Purchaser promises and agrees to pay to the Seller the total sum of Forty-Six Thousand, Eighty-Two Dollars (\$46,082.00) (the "**Purchase Price**") which total sum to be paid the Seller, by wire transfer, a cashier's check or other method sufficient to provide Seller with "same day" or "good" funds, pursuant to this Contract shall be in exchange and constitute the entire just compensation for Seller's agreement to sell and convey to Purchaser all title, rights, and interest in and to the Property.

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 as of the Closing Date. 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. Purchaser shall be responsible for the following costs and expenses: (i) Purchaser's due diligence costs; (ii) all recording fees (including recording costs for the deed); (iii) the escrow fees; (iv) any premium related to title insurance requested by Purchaser; (v) any survey costs; (vi) any deed taxes, documentary stamps, transfer taxes, intangible taxes, mortgage taxes or other similar taxes, fees or assessments; and (vii) any financing arrangements made by Purchaser with respect to the Property. All other closing costs shall be allocated between the parties at Closing in accordance with local custom.

2. Closing shall occur at a time and place agreed upon between the parties in writing, but no later than ninety (90) days after the Effective Date (such date being referred to herein as the "**Closing Date**"). The Closing will occur on the Closing Date at 1:00 p.m. Dallas, Texas, time at the offices of an escrow agent selected by Purchaser and reasonably acceptable to Seller (the "**Escrow Agent**") or at such other time and place mutually agreed upon by Seller and Purchaser. The Closing Date may be modified via a signed writing mutually agreed upon by all parties to this Contract.
3. At Closing, 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 limited warranty of title, in the form of Exhibit B attached hereto and incorporated herein by reference (subject to further modifications required to properly record such document in the local real property records). Additionally, at the Closing, Seller and Purchaser shall deliver to Escrow Agent any additional documents and instruments as in the mutual and reasonable opinion of Seller's and Purchaser's counsel are reasonably necessary for the proper consummation of this transaction.
4. Seller further agrees to use commercially reasonable efforts to assist in procuring and delivering to the Purchaser releases and cancellations of all interests in the Property granted by Seller, including, but not limited to financing and tenants now in possession; except to the extent the transaction contemplated

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 20, 2019**

herein is expressly permitted in the instrument granting such interest without requiring such interest-holder's consent.

5. Until countersigned and accepted 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 and delivery of an executed counterpart thereof to Seller within said period, it shall constitute a valid and binding Contract of Sale and Purchase.
6. Seller agrees that the Purchaser may designate an escrow agent reasonably acceptable to Seller, which escrow agent shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
7. Seller also agrees that it will not destroy or materially change, alter or damage the Property prior to the Closing Date or the expiration of this Contract. Upon the full execution of this Contract and prior to the Closing Date, Seller agrees that Purchaser may enter upon the Property to conduct such non-invasive inspections and audits as Purchaser may desire, at Purchaser's sole cost and expense. Purchaser hereby forever releases Seller, its officers, employees, agents, and representatives from any and all claims the Purchaser or its contractors, agents and representatives may make as related to entering up the Property for the purpose of conducting the investigations set forth herein, for any damage to any property or injury suffered to the Purchaser or its contractors, agents and representatives, or any other cost, damage, or injury, whatever the source or nature, associated with such entry onto the Property, except for any damage or injury caused by the gross negligence or willful misconduct of Seller. Prior to performing any inspection or test on the Property, Purchaser must deliver a certificate of insurance to Seller evidencing that Purchaser and its contractors, agents and representatives have in place reasonable amounts of commercial general liability insurance (not less than \$1,000,000 per occurrence) in terms and amounts reasonably satisfactory to Seller and workers compensation insurance for its activities on the Property in terms and amounts reasonably satisfactory to Seller covering any accident arising in connection with the presence of Purchaser, its contractors, agents and representatives on the Property, which insurance shall name Seller and Seller's lender as an additional insured thereunder.
8. The Seller hereby acknowledges that the compensation or consideration specified in this Contract represents and is the full and total amount of just compensation and consideration that the Seller will and is entitled to receive from the Purchaser in exchange for the transfer of the Property, subject, however, in all respects to such other costs or expenses which Purchaser may incur as a result of its obligations hereunder.
9. During the term of this Contract, Seller will not grant or purport to create to any third party any interest in the Property or any part thereof or further encumber the Property without the prior written approval of Purchaser. Purchaser hereby covenants and agrees with Seller that prior to the Closing, Purchaser will not permit any lien or other encumbrance to be placed or filed against the Property.
10. If Seller defaults under this Contract, then Purchaser may either (i) enforce specific performance hereunder or (ii) terminate this Contract; provided, however, nothing in this Contract shall be deemed as prohibiting Purchaser from thereafter pursuing appropriation of the Property pursuant to Chapter 163 of the Ohio Revised Code, to the extent Purchaser has necessary standing and is otherwise permitted to do same under applicable law. If Purchaser elects to enforce specific performance hereunder, it must file suit in the appropriate court within ninety (90) days after the scheduled Closing Date (and Purchaser's failure to do so will constitute a waiver of the remedy of specific performance hereunder). The remedies set forth in this Section 10 are Purchaser's sole and exclusive remedies. In no event will Seller ever be liable to Purchaser hereunder for any punitive, speculative, or consequential damages.
11. If the sale is not consummated because of a default on the part of Purchaser, then, as Seller's sole and exclusive remedy for such default, Seller may terminate this Contract by written notice to Purchaser. The remedy set forth in this Section 11 is Seller's sole and exclusive remedy for the sale not being consummated due to a default by Purchaser. However, nothing contained in this Section 11 limits Purchaser's liability for a default in the performance of any representations, covenants or obligations that survive the Closing or the termination of this Contract, and Seller will have the right to pursue any remedies available at law or in equity against Purchaser for a breach of such obligations.
12. 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; provided, however, Purchaser may not assign its rights under this Contract prior to Closing.
13. 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.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 20, 2019**

14. 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.
15. 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.
16. This Contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary. To facilitate execution, this Contract may be executed in as many counterparts as may be convenient or required. It is not necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts collectively constitute a single instrument.
17. Each party hereto represents to the other that (i) there are no real estate commissions, finders' fees or brokers' fees that have been or will be incurred in connection with this Contract or the sale of the Property, and (ii) such party has not authorized any broker or finder to act on such party's behalf in connection with the sale and purchase hereunder.
18. **DISCLAIMER OF WARRANTIES**
 - (A) Disclaimers by Seller. Except as expressly set forth in this Contract, it is understood and agreed that Seller and Seller's agents or employees have not at any time made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, with respect to the Property.
 - (B) Sale "As Is, Where Is." Purchaser acknowledges and agrees that upon Closing, Seller shall sell and convey to Purchaser and Purchaser shall accept the Property "**AS IS, WHERE IS, WITH ALL FAULTS.**" Purchaser has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Seller, or any property manager, real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Purchaser represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate and that, except as expressly set forth in this Contract, it is relying solely on its own expertise and that of Purchaser's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Purchaser acknowledges that Seller has afforded Purchaser a full opportunity to conduct such investigations of the Property as Purchaser deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any Hazardous Materials on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto. Upon Closing, Purchaser shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Purchaser's inspections and investigations.
 - (C) Seller Released from Liability. Purchaser acknowledges that it will have the opportunity to inspect the Property, and observe its physical characteristics and existing conditions and the opportunity to conduct such investigation and study on and of the Property and adjacent areas as Purchaser deems necessary, and Purchaser hereby FOREVER RELEASES AND DISCHARGES Seller from all responsibility and liability, including without limitation, liabilities under the Comprehensive Environmental Response, Compensation and Liability Act Of 1980 (42 U.S.C. Sections 9601 et seq.), as amended ("**CERCLA**"), the Resource Conservation and Recovery Act (42 U.S.C. Section 9601 et seq.), as amended, and the Oil Pollution Act (33 U.S.C. Section 2701 et seq.) regarding the condition, valuation, salability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of Hazardous Materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Materials on, under, adjacent to or otherwise affecting the Property). Purchaser further hereby WAIVES (and by Closing this transaction will be deemed to have WAIVED) any and all objections and complaints (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject, including, but not limited to, CERCLA) concerning the physical characteristics and any existing conditions of the Property. Purchaser further hereby assumes the risk of changes in applicable laws and regulations

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 20, 2019**

relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Materials or other contaminants, may not have been revealed by its investigation.

- (D) Hazardous Materials Defined. For purposes hereof, "Hazardous Materials" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in Section 101 of CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials.
- (E) Survival. The terms and conditions of this Section 18 shall expressly survive the Closing, not merge with the provisions of any closing documents and shall be incorporated into the Deed.
- (F) Purchaser acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Contract and that Seller would not have agreed to sell the Property to Purchaser for the Purchase Price without the disclaimers and other agreements set forth above.

19. Any notice under this Contract must be in writing and must be sent to the appropriate notice address first set forth above by (i) personal delivery, (ii) a recognized overnight courier, or (iii) United States mail, postage prepaid, certified mail, return receipt requested. Notice by personal delivery, overnight courier, will be effective upon receipt; notice by mail will be effective upon deposit in the United States mail in the manner above described. Any party may change its notice address by delivering appropriate written notice to the other party. The change in notice address will be effective ten (10) days after the date of the notice.

20. Time is of the essence in the performance of the covenants contained in this Contract.

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

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

ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-Happy Birthday to our Administrator, Mike Frommer.
-Toured the Turning Point house last week.

Commissioner Benton
-Participated in the Police Week Cookout last Thursday. Thank you for the invitation and chance to meet some of our deputies.
-Will be attending the MORPC NE Regional meeting tomorrow.
-Preservation Parks released their Strategic Plan last week.

Commissioner Lewis
-No reports.

RESOLUTION NO. 19-487

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

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

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

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

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

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 20, 2019**

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

RESOLUTION NO. 19-488

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

**11:52A.M. RECESS/RECONVENE 1:30P.M.
(IN THE VICINITY OF 2130 BURNT POND ROAD OSTRANDER, OHIO 43061)**

**1:30P.M. VIEWING FOR CONSIDERATION OF THE LADDA #3 WATERSHED AREA
DRAINAGE PETITION**

On **Monday May 20, 2019 at 1:30P.M.** in the vicinity of 2130 Burnt Pond Road Ostrander, Ohio 43061 The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer’s Office and the Delaware County Soil and Water Conservation District.

Commissioners Present: Jeff Benton, Gary Merrell, and Barb Lewis

On February 22, 2019, a drainage petition for the Ladda #3 Watershed was filed with the Board of County Commissioners to:

1. Generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.
2. In Delaware County, Scioto Township within the Ladda #3 Watershed and generally following, but not limited to the course and termini of the existing watershed.

NOTE: the first hearing on the petition is scheduled for **Thursday August 15, 2019, at 10:00A.M.**

- viewed maps of area
- the petition (signatures and words) determines the upstream part of a project the “sufficient outlet” determines the bottom of a project
- projects since 1998 are automatically placed on County Drainage Maintenance Program
- this is a landowner initiated process and detailed surveys follow if the project moves past the first hearing
- if approved the storm water infrastructure will be placed on the County Drainage Maintenance Program
- if approved money pooled only for this project; assessments placed on build-able lots current and future
- 4 Factors Determine Possible Assessment: Acres Benefited, Land Use, Percent Of Improvement Used; Remote Factor

Commissioner Lewis’s Notes For Drainage Viewing Ladda #3 Watershed Drainage Improvement Petition On Monday May 20, 2019

- Reconvene The Board Of Commissioners’ Session For Monday May 20, 2019
- Welcome To Viewing For The Consideration Of The Ladda #3 Watershed Drainage Improvement Petition.
- Introductions Of Board Members
- We are joined here today with representatives from the County Engineer’s Office and the Soil and Water Conservation District to familiarize ourselves with the area.
- No testimony or decisions are made here at the viewing. This is a way for the Board to become familiar with the area and for you to show us any drainage concerns you may have in the area.
- The first hearing on the petition is scheduled for Thursday August 15, 2019 at 10:00A.M. At the hearing we will hear a report from the Engineer’ Office on the petition and that is also the time for testimony for or against the petition.
- There Is A Sign-In Sheet, We Ask That You Please Sign-In.
- turn the proceeding over to Scott Stephens, Administrator with the Soil and Water Conservation District _

The following is a PDF copy of the Commissioners’ Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 20, 2019



Delaware County Commissioners

Jeff Benton
Barb Lewis
Gary Merrell

SIGN-IN SHEET FOR MONDAY MAY 20, 2019

1:30 P.M. Viewing For Consideration Of The LADDA #3 Watershed
Drainage Maintenance Petition

NAME	ADDRESS
1 Sarah Dinovo	101 N Sandusky, Delaware 43081
2 Matt Cannon	SWCD
3 Rebecca Longsmith	SWCD
4 Daniel Barr	SWCD
5 KATHAN T. Costello	1646 CARR RD
6 Sgt. H. R. Brown	DCEO
7 Kent Kramer	2328 Carr Rd Ostrander
8 Jack F. Edelblute, Jr.	7168 DeGood Rd. Ostrander
9 Carlos Machado	7450 DeGood Rd.
10 Tom Fawcett	2070 Carr Rd
11 Art Edelblute	2040 Burnt Pond Rd.
12 DAVID BLAKEMAN	2312 BURNT POND
13 Elizabeth Glinn	Burnt Pond
14 Dan & Melanie Napoli	2120 Burnt Pond

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 20, 2019

Continued ... SIGN-IN SHEET FOR MONDAY MAY 20, 2019	
1:30 P.M. Viewing For Consideration Of The LADDA #3 Watershed Drainage Maintenance Petition	
<u>Name</u>	<u>Address</u>
15 Dave + Susan Coburn	2400 Burnt Pond Rd Ostrander OH 43061
16 JOHN + PATRICE DANIEL-BANKREY	3475 2000 BURNT POND RD.
17 RALPH MUSEZEY	8137 DEGOOD RD OSTRANDER
18 Trevor + Belinda Barr	2366 Burnt Pond Ostrander
19 Susan Walker	2204 BURNT POND
20 Justin OSBORN	2260 BURNT POND ROAD OSTRANDER
21 Richard Russell	7305 Slouch Rd Ostrander
22 Craig Tison	7598 Degood Rd
23 Randall Thi	1438 CARL Rd
24 Brenda + Jaseel	2740 Burnt Pond R 43061
25 Linda Packard	2968 Burnt Pond Rd 43061
26	

2:00P.M. RECESS FOR 30 MINUTES, MORE OR LESS, (RETURN TO OFFICE AT 101 NORTH SANDUSKY STREET)

RECONVENE 2:30P.M.

RESOLUTION NO. 19-489

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION; DISMISSAL OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

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

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

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

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

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

RESOLUTION NO. 19-490

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 20, 2019**

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners