

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 29, 2019**

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

Present:
Jeff Benton, Vice President
Gary Merrell, Commissioner

Absent:
Barb Lewis, President

1
RESOLUTION NO. 19-717

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 22, 2019:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 22, 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. Benton	Aye	Mr. Merrell	Aye	Mrs. Lewis	Absent
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2
PUBLIC COMMENT

3
RESOLUTION NO. 19-718

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0726 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0726:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0726, memo transfers in batch numbers MTAPR0726 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1903940	TOOLE & ASSOCIATES LLC	OUTSOURCE BUILDING DEPARTMENT SERVICES	10011301 - 5301	\$14,999.99
R1903968	ATLAS LIMITED	HISTORIC COURTHOUSE PHOTOGRAPHIC DOCUMENTATION	42011438 - 5410	\$12,79.00
R1904030	PROCORE TECHNOLOGIES INC	CONSTRUCTION MANAGEMENT SOFTWARE 7 29 19-7 28 20	66211900 - 5320	\$24,500.00
R1904040	JWC ENVIRONMENTAL INC	VILLAGE	66211900 - 5450	\$25,691.73
R1904041	JWC ENVIRONMENTAL INC	REPLACEMENT GRINDER & IMMERSIBLE MOTOR FOR LAKES	66211900 - 5450	\$23,427.71

Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis	Absent	Mr. Benton	Aye
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4
RESOLUTION NO. 19-719

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The Code Compliance department is requesting that Joseph Amato attend a Central Ohio Code Officials Association Building Inspectors Program class on July 31, 2019 in Columbus, Ohio at no cost.

The EMS Department is requesting that Kyle Goodknight, Kali Stewart, Julie Webb and Jessica Carnes attend an EMS Zoofari Conference in Columbus Ohio August 13-14, 2019; at the cost of \$160.00 (fund number 10011303)

The EMS Department is requesting that Kali Stewart attend a Riverside Update Conference in Columbus Ohio September 27, 2019; at no cost.

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

RESOLUTION NO. 19-720

IN THE MATTER OF DECLARING THE BOARD’S OPINION THAT IT WILL BE FOR THE PUBLIC CONVENIENCE OR WELFARE TO VACATE AN ABANDONED PORTION OF OLD EAST POWELL ROAD AND FIXING THE DATE AND TIME TO VIEW THE PROPOSED VACATION AND THE DATE AND TIME FOR A FINAL HEARING THEREON:

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

WHEREAS, pursuant to section 5553.04(A) of the Revised Code, when the Delaware County Board of Commissioners (the “Board”) is of the opinion that it will be for the public convenience or welfare to vacate a public road, it shall so declare by resolution, which resolution shall set forth the general route and termini of the road, or part of the road, to be vacated; and

WHEREAS, the Delaware County Engineer has recommended that an abandoned portion of Old East Powell Road be vacated because East Powell Road has been realigned, there is no longer any perceptible public need for the abandoned portion of the road, and improvements have been constructed within the old alignment; and

WHEREAS, pursuant to section 5553.05 of the Revised Code, any resolution adopted pursuant to section 5553.04 of the Revised Code shall fix a date when the Board will view the proposed improvement, and also a date for a final hearing thereon; and

WHEREAS, the Board shall give notice of the time and place for the view and hearing by publication once a week for two consecutive weeks in a newspaper of general circulation in the county, stating briefly the character of such improvement, and shall send written notice of the hearing by first class mail at least twenty days before the date of the public hearing to owners of property abutting upon that portion of the road to be vacated, and to the director of natural resources;

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

Section 1. The Board hereby declares its opinion that it will be for the public convenience or welfare to vacate an abandoned portion of Old East Powell Road, with the general route and termini of the part of the road to be vacated being as follows:

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0.271 Acres Abandoned Right-of-Way Easement Vacation

THE FOLLOWING DESCRIPTION IS FOR THE SOLE INTENT AND PURPOSE OF DEFINING THE PORTION OF THE ABANDONED RIGHT-OF-WAY EASEMENT OF COUNTY ROAD 14 (POWELL RD.) WHICH CROSSES THE PROPERTY DESCRIBED IN O.R. 1339, PAGE 1484 AND WHICH IS EXCLUDED FROM THE PRESENT ROADWAY RIGHT-OF-WAY AS ACQUIRED IN O.R. 1381, PAGE 928. THIS DESCRIPTION AND ITS ACCOMPANYING EXHIBIT SHALL NOT BE USED FOR ANY FUTURE CONVEYANCE OF PROPERTY.

Being situated in Farm Lot 16, Quarter Township 4, Township 3 North, Range 18 West, Orange Township, Delaware County, State of Ohio and being a portion a 1.50 acre tract (Tract One) and a 0.354 acre tract (Tract Two) owned by Dallas & Julie Cooper per Official Record 1339, Page 1484 as recorded in the Delaware County Recorder's Office and being more particularly described as follows;

COMMENCING at a point at the intersection of the centerline of County Road 14 (Powell Rd.) with the centerline of Township Road 107 (Bale-Kenyon Rd.) as defined on the Centerline Plat of DEL-CR-14-0.317 as recorded in P.C. 4, Slide 37-37G, thence with the centerline of C.R. 14 South 47°-41'-38" East for a distance of 271.08 feet to a point on the southeast line of said 0.354 acre tract, thence with the Southeast line of said 0.354 acre tract North 63°-46'-42" East for a distance of 71.08 feet to a point on the south line of the abandoned County Road 14 and the True POINT OF BEGINNING;

Thence along said abandoned right-of-way line North 83°-21'-02" West for a distance of 102.29 feet to a point on the Northeast line of a channel easement delineated as 192-CH;

Thence along said channel easement North 50°-03'-39" West for a distance of 57.22 feet to an angle point in said channel easement;

Thence continuing along said channel easement South 42°-20'-50" West for a distance of 13.99 feet to a point on the Northeast line of the parcel conveyed the Board of Delaware County Commissioners as recorded in O.R. 1381, Page 928 and delineated as 192-WD;

Thence along said parcel 192-WD North 47°-37'-45" West for a distance of 68.44 feet to a point on the North line of the abandoned County Road 14;

Thence along said abandoned right-of-way line South 83°-21'-02" East for a distance of 264.16 feet to a point on the East line of said 1.50 acre tract;

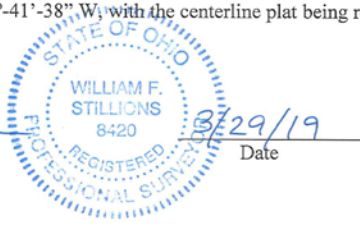
Thence along said East line of said 1.50 acre tract South 14°-03'-10" West for a distance of 30.25 feet to an iron pipe found at the Southeast corner of said 1.50 acre tract and the East corner of said 0.354 acre tract;

Thence along the Southeast line of said 0.354 acre tract South 63°-46'-42" West a distance of 55.27 feet to a point and the POINT OF BEGINNING.

Containing 0.271 acres more or less, subject to all legal highways, easements, restrictions, and agreements of record. This description was compile by William F. Stillions P.S. 8420 from a right-of-way plan completed by Steven L. Mulaney and William C. Leroy on August 21, 2014.

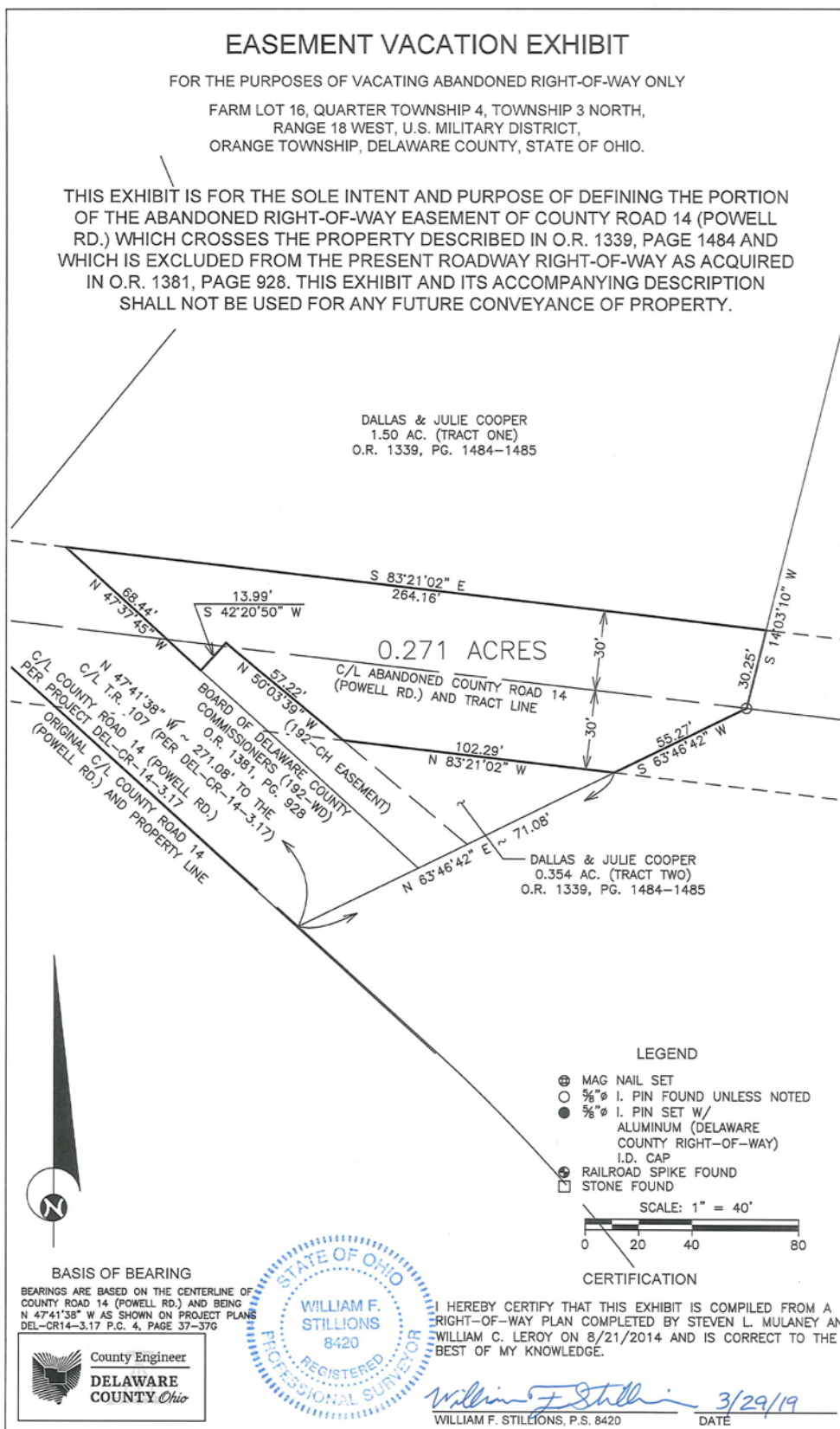
Basis of bearings is a recent Right-of-Way Project for Powell Road (DEL-CR14-3.17) centerline of Powell Road being N 47°-41'-38" W, with the centerline plat being recorded in P.C. 4, Slide 37-37G

William F. Stillions
William F. Stillions, PS-8420



8/29/19
Date

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Section 2. The Board hereby fixes **Monday September 9, 2019 at 1:30P.M.** in the vicinity of 3745 Powell Road Lewis Center, Ohio 43035 as the date, time, and place for the Board to view the proposed vacation and hereby fixes **Monday October 7, 2019 at 10:00A.M.** at the Commissioners' Hearing Room, 101 North Sandusky Street, Delaware, Ohio 43015, as the date, time, and place for the final hearing on the proposed vacation.

Section 3. The Board hereby directs the Clerk to publish notice of the view and hearing once a week for two consecutive weeks in the Delaware Gazette and to send written notice of the hearing by first class mail at least twenty days before the date of the public hearing to owners of property abutting upon that portion of the road to be vacated and to the Ohio Director of Natural Resources. The notices shall be mailed to the addresses of such owners appearing on the county auditor's current tax list. The failure of the delivery of such notice does not invalidate the proceedings.

Section 4. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Board or any of

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its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including section 121.22 of the Revised Code.

Section 5. This Resolution shall take effect immediately upon adoption.

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

6
RESOLUTION NO. 19-721

IN THE MATTER OF ALLOWING AN APPLICATION TO AMEND THE PETITION FOR THE LANETTA LANE SUBDIVISION DRAINAGE IMPROVEMENT PETITION:

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

WHEREAS, pursuant to Chapter 6131 of the Ohio Revised Code, Lisa Kluchurosky and Others, filed a petition with the Clerk of the Board of Commissioners on April 12, 2019, in favor of certain improvements to the Lanetta Lane Subdivision Watershed Drainage Improvement (the "Petition"); and

WHEREAS, Stephen Jones, was not a petitioner; and

WHEREAS, on July 22, 2019, before the end of the first hearing on the petition, Stephen Jones filed an Application for Amendment of the Petition to include 7514 Lanetta Lane, pursuant to section 6131.05 of the Ohio Revised Code; and

WHEREAS, Stephen Jones 7514 Lanetta Lane Westerville, Ohio 43082 was listed in the Petition as an owner of land that will be benefited or damaged by the completion of the proposed improvement; and

WHEREAS, the Board of Commissioners, on July 8, 2019, held a viewing of the proposed improvements and said viewing would have included the area in the Application for Amendment; and

WHEREAS, no further view of the petitioned for improvements is necessary under section 6131.10 of the Ohio Revised Code; and

WHEREAS, the Board of Commissioners has complied with the notice requirements in section 6131.07 of the Ohio Revised Code; and

WHEREAS, no additional owners of land will be benefited or damaged by allowing the Application for Amendment;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY HEREBY RESOLVES AS FOLLOWS:

Section 1. The Application for Amendment of the Petition for the Lanetta Lane Subdivision Watershed Drainage Improvement ("the Petition") is hereby allowed, pursuant to section 6131.05 of the Ohio Revised Code.

Section 2. The Petition shall be amended to specifically include, but not be limited to, Stephen Jones Nancy Peebles 7514 Lanetta Lane Westerville, Oh 43082.

Section 3. This Amendment does not require additional notice under section 6131.07 of the Ohio Revised Code and does not require an additional view under section 6131.10 of the Ohio Revised Code.

(Application is available in the Commissioner's Office until no longer of Administrative Value).

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

7
RESOLUTION NO. 19-722

IN THE MATTER OF ALLOWING AN APPLICATION TO AMEND THE PETITION FOR THE LADDA #3 WATERSHED DRAINAGE IMPROVEMENT PETITION FILED BY ANNETTE DANIEL AND OTHERS:

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

WHEREAS, pursuant to Chapter 6131 of the Ohio Revised Code, Annette Daniel, and Others, filed a petition with the Clerk of the Board of Commissioners on February 22, 2019, in favor of certain improvements to the Ladda #3 Watershed Drainage Improvement (the "Petition"); and

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WHEREAS, Kent and Karen Kramer, were not petitioners; and

WHEREAS, on July 22, 2019, before the viewing on and before the end of the first hearing on the petition, Kent and Karen Kramer filed an Application for Amendment of the Petition to include parcel number 40020001003001 (2328 Carr Road, Ostrander, Ohio 43061), pursuant to section 6131.05 of the Ohio Revised Code; and

WHEREAS, Kent and Karen Kramer, 2328 Carr Road, Ostrander, Ohio 43061 were listed in the Petition as owners of land that will be benefited or damaged by the completion of the proposed improvement; and

WHEREAS, the Board of Commissioners, on May 20, 2019, held a viewing of the proposed improvements and said viewing would have included the area in the Application for Amendment; and

WHEREAS, no further view of the petitioned for improvements is necessary under section 6131.10 of the Ohio Revised Code; and

WHEREAS, the Board of Commissioners has complied with the notice requirements in section 6131.07 of the Ohio Revised Code; and

WHEREAS, no additional owners of land will be benefited or damaged by allowing the Application for Amendment;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY HEREBY RESOLVES AS FOLLOWS:

Section 1. The Application for Amendment of the Petition for the Ladda #3 Drainage Improvement Watershed (“the Petition”) is hereby allowed, pursuant to section 6131.05 of the Ohio Revised Code.

Section 2. The Petition shall be amended to specifically include, but not be limited to, Kent and Karen Kramer, parcel number 40020001003001 (2328 Carr Road, Ostrander, Ohio 43061).

Section 3. This Amendment does not require additional notice under section 6131.07 of the Ohio Revised Code and does not require an additional view *or hearing* under section 6131.10 of the Ohio Revised Code.

(Application is available in the Commissioner’s Office until no longer of Administrative Value).

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

8
RESOLUTION NO. 19-723

IN THE MATTER OF DETERMINING THE NECESSITY OF SANITARY SEWER IMPROVEMENTS FOR THE RIVERBY SUBDIVISION:

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

WHEREAS, on March 22, 2019, the Delaware County Board of Commissioners (the “Board”) received a Petition to Improve and Connect to Public Sanitary Facility and Apportion Costs for the Improvements, filed by Anne Brandyberry and others for the Riverby Subdivision (the “Petition”); and

WHEREAS, on June 27, 2019, the Board denied the Petition because it failed to meet the requirements of section 6117.28 of the Revised Code; and

WHEREAS, despite denial of the Petition, the Board is prepared, pursuant to section 6117.251 of the Revised Code, to determine by resolution that it is necessary to provide the sanitary facility improvements requested in the Petition; and

WHEREAS, in order to proceed with the determination, the Board first gave notice of the proposed determination of the necessity of the improvements and held a public hearing on the proposed sanitary facility improvements on July 18, 2019;

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

Section 1. The Board hereby determines that the proposed sanitary sewer improvements for the Riverby

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Subdivision are necessary and shall be made by the Board.

Section 2. The Board hereby directs the Sanitary Engineer, in consultation with the City of Delaware, to prepare, or cause preparation of, plans, specifications, estimates of cost, tentative assessments, and financing plans for the proposed sanitary sewer improvements and to submit the prepared documents to the Board for consideration.

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

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

9

RESOLUTION NO. 19-724

IN THE MATTER OF ACCEPTING THE SUBGRANT AWARD OF THE LEAP FORWARD GRANT FOR THE SHERIFF’S OFFICE:

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

WHEREAS, the Delaware County Sheriff’s office has been awarded the LEAP Forward Grant (the “Grant”); and

WHEREAS, the Grant is part of the Ohio Drug Law Enforcement Fund; and

WHEREAS, the County Administrator is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining the as the County Administrator as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	LEAP Forward Grant 2018-DL-LEF-5821	
Source:	Ohio Office of Criminal Justice Services /Ohio Drug Law Enforcement	
Grant Award Period:	07/01/2019 to 06/30/2020	
OCJSGrant Amount:	\$119,533.11	
Cash Match:	<u>39,844.37</u>	
Total Grant Amount:	\$159,377.48	

Section 2. The Board hereby authorizes the County Administrator to act as the county chief executive officer and execute standard assurances and compliance certificates for the grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

10

RESOLUTION NO 19-725

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATION KEY, A TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

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

New Organization Key		
28631343	LEAP Forward 2018	
Transfer of Funds		
From	To	
10011102-5801	28631343-4601	39,844.37
Commissioners General/ Interfund Cash Transfer	LEAP Forward 2018/Interfund Revenues	
Supplemental Appropriation		
28631343-5004	LEAP Forward 2018/Overtime	12,000.00
28631343-5201	LEAP Forward 2018/General Supplies	2,500.00

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28631343-5260	LEAP Forward 2018/Inventoried Tools & Equipment	10,000.00
28631343-5305	LEAP Forward 2018/Training & Staff Development	1,500.00
28631343-5315	LEAP Forward 2018/Satellite, Cable, Internet, Aircards	12,000.00
28631343-5317	LEAP Forward 2018/Public Relations	1,084.84
28631343-5320	LEAP Forward 2018/Software Licenses	7,040.00
28631343-5335	LEAP Forward 2018/Rental Services	5,000.00
28631343-5365	LEAP Forward 2018/Grant Related Services	20,000.00
28631343-5450	LEAP Forward 2018/Machinery-Equipment	6,000.00

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

11

RESOLUTION NO. 19-726

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE SHERIFF'S OFFICE:

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

Transfer of Appropriation

From:	To:	
10031337-5201	10031337-5317	2,277.24
Sheriff Local Funds/General Supplies	Sheriff Local Funds/Public Relations	

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

12

RESOLUTION NO. 19-727

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR JUVENILE COURT:

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

Transfer of Appropriations

From:	To:	
27526315-5301	27526315-5201	700.00
State Victim Asst Grant/Contracted Prof Services	State Victim Asst Grant/General Supplies	

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

13

RESOLUTION NO. 19-728

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER'S AGREEMENT FOR THE SMITH FARM AT CARPENTER'S MILL SECTION 2 PHASE A:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider's Agreement for the Smith Farm at Carpenter's Mill Section 2 Phase A;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider's Agreement for the Smith Farm at Carpenter's Mill Section 2 Phase A:

SUBDIVIDER'S AGREEMENT

DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 29th day of July 2019, by and between **Pulte Homes Inc.**,

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hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **The Smith Farm at Carpenter's Mill Section 2 Phase A** Subdivision Plats filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvement Plan for The Smith Farm at Carpenter's Mill Section 2, Phase A & B**, dated **March 11, 2019**, and approved by the County on **June 10, 2019**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **22** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$346,150.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 1 for this project.

Initials _____

Date _____

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider 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 Improvements for **Sanitary Sewer Improvement Plan for The Smith Farm at Carpenter's Mill Section 2 Phase A**.

SECTION IV: FEES

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It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **(\$12,115.00)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Sewer Improvement Plan for The Smith Farm at Carpenter's Mill Section 2 Phase A (\$29,423.00)**. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Sewer Improvement Plan for The Smith Farm at Carpenter's Mill Section 2 Phase A** as required by the County.

SECTION V: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and 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 action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of

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the Improvements.

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

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) **An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.**
- (5) **Documentation showing the required sanitary easements.**

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and

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requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County’s sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

14

RESOLUTION NO. 19-729

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:

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U19-118	Columbia Gas	Clarkshaw Moors Section 4.2	Install gas main
U19-119	Centurylink	Harlem Road	Relocate existing facilities for Road project
U19-120	Centurylink	Peerless Road	Provide single customer service
U19-121	Centurylink	Harlem Road	Replace facilities

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

15

RESOLUTION NO. 19-730

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

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

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WHEREAS, the appointing authority for the procurement card being the County Engineer, 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 *Barbara Judson*:

Appointing Authority: Engineer’s Office
Office/Department: Engineer

Daily spending per card: \$2,000
Monthly spending per card: \$5,000
Single transaction limit: \$2,000
Daily number of transactions per card: 10
Monthly number of transactions per card: 50
Department Coordinator: Chris Williams

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

16

RESOLUTION NO. 19-731

IN THE MATTER OF APPROVING CONTRACTS OF SALE AND PURCHASE BETWEEN JULIE S. CODY AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS; AND WILLIAM T. GARSKE, JR. AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR13-1.65:

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

WHEREAS, the County Engineer recommends approval of the contracts of sale and purchase with Julie S. Cody and with William T. Garske, Jr. for the project known as DEL-CR13-1.65;

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The Delaware County Board of Commissioners approves the contracts of sale and purchase with Julie S. Cody and with William T. Garske, Jr. for the project known as DEL-CR13-1.65 as follows:

Julie S. Cody

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

WITNESSETH: On this 29th day of July, 2019 Julie S. Cody, unmarried 8324 Salisbury Rd. Monclova, Ohio 43542 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)
12-WD
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 \$200,000.00 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

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

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

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, 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.

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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.

William T. Garske, Jr.

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

WITNESSETH: On this 29th day of July, 2019 William T. Garske Jr., unmarried 7364 Worthington Rd. Westerville, Ohio 43082Center, OH 43035 hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
14-SH, T
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:

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1. PURCHASER promises and agrees to pay to the SELLER the total sum of \$38,000.00 which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

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

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

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of

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

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Section 2. The Board approves a Purchase Order and Voucher for the above contracts.

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

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RESOLUTION NO. 19-732

IN THE MATTER OF ACCEPTING ROADS, ESTABLISHING STOP CONDITIONS, APPROVING

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RECOMMENDED SPEED LIMITS, AND RELEASING SURETIES FOR LIBERTY TRACE
SECTION 2, PHASE B:

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

Liberty Trace Section 2, Phase B

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Liberty Trace Section 2, Phase B (“Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.10 mile to Township Road Number 1703, Schoen Lake Drive
- An addition of 0.17 mile to Township Road Number 1707, Summerland Loop; and

WHEREAS, the Engineer also recommends that the following stop conditions be established within the Subdivision:

- On Township Road Number 1707, Summerland Loop, at its intersection with Township Road Number 1703, Schoen Lake Drive; and

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer requests approval to return the Letter of Credit being held as maintenance surety to the owner, Pulte Homes;

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

18

RESOLUTION NO. 19-733

**IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR OLENTANGY FALLS
SECTION 4, PHASE B:**

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

WHEREAS, Olentangy Falls, LTD has submitted the Plat of Subdivision (“Plat”) for Olentangy Falls Section 4, Phase B, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on February 7, 2019; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on February 8, 2019; 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 February 15, 2019; 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 June 17, 2019; 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 July 1, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Olentangy Falls Section 4, Phase B:

Olentangy Falls Section 4, Phase B

Situated in the Township of Liberty, County of Delaware, State of Ohio, located in part of Farm Lot 15, Quarter Township 4, Township 4 North, Range 19 West, United States Military Lands, being a 19.917 acre subdivision out of 9.423 are tract (Parcel 1) and a 45.929 acre tract (Parcel 2) conveyed to Olentangy Falls LTD, of record in Official Record Volume 1461, Page 1801. All references being to the Records of the Recorder’s Office, Delaware County, Ohio. Cost: \$30

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

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RESOLUTION NO. 19-734

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IN THE MATTER OF APPROVING A PERMIT FOR USE OF DELAWARE COUNTY FACILITIES:

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

WHEREAS, the Delaware County Commissioners passed Resolution No. 02-758 on June 10, 2002, adopting a Delaware County Facilities Permit Policy; and

WHEREAS, it is the intent of the policy to allow persons and organizations access to appropriate Delaware County facilities, grounds and meeting places; and

WHEREAS, each request will only be considered after the receipt of a completed Delaware County Facilities Permit Form; and

WHEREAS, the June 10, 2002 policy mandates approval from the Commissioners for use of county facilities by groups of 30 participants or more that have agreed in writing to full compliance with the Permit Policy;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED that the Delaware County Board of Commissioners hereby authorizes the use of the large conference room of the Board of Elections Office at the Willis Building, 2079 US Hwy 23 Delaware, Ohio, by the Delaware County Bar Association on November 8, 2019 from 8:00A.M.-12:00P.M. at no cost.

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-Thank you to Administrator Frommer for attending a meeting on his behalf for the All Horse Parade.
-Disappointed that the Governor vetoed a school funding bill once again putting Delaware County schools in an unfair position for funding.

Commissioner Benton
-September 8th at 3:00 PM will be the All Horse Parade this year.
-Attended Don Wuertz's funeral this past Friday.
-Business First published an article by David Stadge (Delaware County Finance Authority) explaining what TIFs are used for and how the school benefit.
-There will be a Dialog on Development event at Nationwide Hotel & Conference Center on October 12, 2019 from 10:00AM-12:00PM featuring Kenny McDonald as a speaker and Pat Tiberi as the moderator.
-The CAFR (Comprehensive Annual Financial Report) was released on Friday. The State Auditor's office gave the County a clean rating again.
-The EMS Director will be surveying the residents the County EMS service area.
-The CCAO will start publishing an online quarterly magazine.
-CEBCO published a study stating the wellness programs are working well.

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RESOLUTION NO. 19-735

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

It was moved by Mr. 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 of a public employee or public official; to consider the purchase of property for public purposes.

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

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 29, 2019

RESOLUTION NO. 19-736

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 Mrs. Lewis Absent Mr. Benton Aye

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners