

**COMMISSIONERS JOURNAL NO. 72 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 14, 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 Watson-Ford #25 Drainage Improvement

1
RESOLUTION NO. 19-1017

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 10, 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 October 10, 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

2
PUBLIC COMMENT

3
RESOLUTION NO. 19-1018

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1011 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1011:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1011, memo transfers in batch numbers MTAPR1011 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Eastway	JFS Childcare program	22511607-5342	\$46,000.00
Liberty	EMS	10011303-5345	\$17,606.68

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1904913	SOFTWARE HOUSE INTL INC	MICROSOFT 2017 SQL AND OFFICE SOFTWARE	21411306 - 5320	\$9,736.34

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

4
RESOLUTION NO. 19-1019

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Commissioners' Office is requesting that Commissioner Benton attend ED411 in Columbus, Ohio on December 6, 2019 at the cost of \$45.00 (fund number 10011101).

The Commissioners' Office is requesting that Commissioner Lewis, Commissioner Benton, Commissioner Merrell, Brad Lutz and Dawn Huston attend the 2019 CCAO/CEAO Winter Conference in Columbus, Ohio from December 4-6, 2019 at the cost of \$1900.00 (fund number 10011101).

The Juvenile Court is requesting that Alan Bryan attend a Parent Project Training in Mission Viejo, California

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from October 20-26, 2019 at the cost of \$3219.00 (fund number 27826325).

The Administrative Services Department is requesting that Brad Euans, Matt Brown, Jeff Fishel, Jen Cochran and Dawn Huston attend an OHPELRA: Conducting Internal Investigations Training in Dublin, Ohio October 25, 2019, at the cost of \$1,000.00 (fund number 10011108).

The Economic Development Department is requesting that the Economic Development Specialist attend OEDA events and meetings throughout Central Ohio throughout 2019 at the cost of \$527.00 (fund number 21011113).

The Emergency Medical Services Department is requesting that Lieutenant Jessica Murray attend a First Responder Mental Health & Wellness Conference in Dublin, Ohio from November 7-8, 2019 at the cost of \$222.75 (fund number 10011303).

The Emergency Medical Services Department is requesting that Keith Gordon, Julie Webb, Bryan Porter, Josh Harper, Jason Sutermaster, Jessica Carnes, Steve Kocsis, Kyle Goodnight, Rachael Adkins and Jarrod Tupps attend the Ohio EMS Chiefs Association Leadership Conference in Lewis Center, Ohio from November 12-13, 2019 at the cost of \$1000.00 (fund number 10011303).

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

5
RESOLUTION NO. 19-1020

IN THE MATTER OF A TRANSFER OF LICENSE REQUEST FROM SPARROW VENTURES LTD (DBA SWAN LAKE) TO SWAN LAKE EVENT CENTER LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a transfer liquor license request from Sparrow Ventures LTD (DBA Swan Lake) to Swan Lake Event Center LLC, located at 5900 Liberty Road, Powell, Ohio 43065; and

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

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

6
RESOLUTION NO. 19-1021

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF AN APPLICATION FOR DOMESTIC VIOLENCE FUNDS FOR 2020, ESTIMATING THE AMOUNT OF FUNDS ANTICIPATED, AND ALLOCATING THE SAME TO QUALIFIED APPLICANTS, ALL PURSUANT TO CHAPTER 3113 OHIO REVISED CODE:

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

WHEREAS, pursuant to section 3113.35 of the Revised Code, a shelter for victims of domestic violence may apply to the board of county commissioners of the county in which it is located or of an adjoining county, the population of which is or will be served by the shelter, for the release of funds to be collected as fees for the issuance of marriage licenses pursuant to section 3113.34 or fees as additional costs in annulment, divorce, or dissolution of marriage actions and proceedings pursuant to division (D) of section 2303.201 of the Revised Code and that are to be used for the funding of the shelter; and

WHEREAS, Turning Point shelter located in Delaware County, has submitted an application to the Delaware County Board of Commissioners (the "Board") for domestic violence funds for 2020, the application having been filed prior to the deadline of October 1, 2019; and

WHEREAS, on or before the fifteenth of November, the Board shall determine the applicant's eligibility, estimate the amount of funds to be collected, and make an allocation to the eligible shelter;

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

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Section 1. The Board hereby acknowledges receipt of an application for 2020 domestic violence funds from Turning Point shelter in Delaware, Ohio and determines that the application meets the requirements of section 3113.35 of the Revised Code.

Section 2. The Board hereby determines that Turning Point is eligible, pursuant to section 3113.36 of the Revised Code, to receive a funding allocation.

Section 3. The Board hereby estimates the total sum to be collected in 2020 at \$32,000.00.

Section 4. The Board hereby allocates 100% of the funds actually received to Turning Point, with distributions to be in accordance with section 3113.35 of the Revised Code.

Section 5. The Clerk of the Board is hereby directed to certify a copy of this Resolution to Turning Point.

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

**7
RESOLUTION NO. 19-1022**

IN THE MATTER OF SCHEDULING THE SPECIAL COMMISSIONERS’ SESSIONS FOR THE 2020 BUDGET HEARINGS STARTING AT 9:30A.M. FRIDAY, NOVEMBER 1, 2019, AND CONTINUING THRU WEDNESDAY, NOVEMBER 20, 2019:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve scheduling the Special Commissioners’ Sessions for the 2020 budget hearings starting at 9:30a.m. Friday, November 1, 2019, and continuing thru Wednesday, November 20, 2019.

Starting times for each day are as follows:
 Friday, November 1, 2019; 9:30A.M.
 Monday, November 4, 2019; 1:30P.M.
 Tuesday, November 5, 2019; 1:30P.M.
 Wednesday, November 6, 2019; 9:30A.M.
 Tuesday, November 12, 2019; 10:30A.M.
 Wednesday, November 13, 2019; 1:00P.M.
 Tuesday, November 19, 2019; 9:30A.M.
 Wednesday, November 20, 2019; *(TBD if needed)*

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

**8
RESOLUTION NO. 19-1023**

IN THE MATTER OF CANCELING THE COMMISSIONERS’ SESSION FOR THURSDAY DECEMBER 5, 2019:

It was moved by Mr. Benton, seconded by Mr. Merrell to cancel the Commissioners’ Session for Thursday, December 5, 2019.

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

**9
RESOLUTION NO. 19-1024**

IN THE MATTER OF APPROVING THE APPLICATIONS FOR DESIGNATION OF CHARITABLE AGENCIES UNDER THE DELAWARE COUNTY CHARITABLE AGENCIES SUPPORT POLICY:

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

WHEREAS, the Delaware County Board of Commissioners adopted a Charitable Agencies Support Policy (the “Policy”) via Resolution No. 13-424; and

WHEREAS, the Charitable Agency Committee met and reviewed the applications submitted for designation in 2020-2021 and provided a written recommendation to designate United Way of Delaware County, People In Need, Inc. and Stockhands Horses for Healing as Charitable Agencies under the Policy, all agencies having met the eligibility requirements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves designating United Way of Delaware County, People In Need, Inc. and Stockhands Horses for Healing as Charitable Agencies for the 2020 and 2021 calendar years and hereby authorizes a payroll deduction plan in support of said agencies, all in accordance with the Policy.

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

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RESOLUTION NO. 19-1025

IN THE MATTER OF ESTABLISHING THE DATE, TIME, AND PLACE FOR PUBLIC HEARINGS TO CONSIDER LEVYING A REAL PROPERTY TRANSFER TAX PURSUANT TO SECTION 322.02 OF THE REVISED CODE:

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

WHEREAS, on June 7, 1999, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 99-491, levying an additional real property transfer tax; and

WHEREAS, the real property transfer tax approved in Resolution No. 99-491 expired on December 31, 2009; and

WHEREAS, on August 6, 2009, the Board adopted Resolution No. 09-973, renewing the additional real property transfer tax; and

WHEREAS, the real property transfer tax approved in Resolution No. 09-973 shall expire on December 31, 2019; and

WHEREAS, the Board wishes to renew the additional real property transfer tax approved in Resolution No. 09-973; and

WHEREAS, pursuant to section 322.02 of the Revised Code, prior to the adoption of a resolution levying a real property transfer tax, the Board shall conduct two public hearings thereon, the second hearing to be not less than three nor more than ten days after the first; and

WHEREAS, pursuant to section 322.02 of the Revised Code, notice of the date, time, and place of the hearings shall be given by publication in a newspaper of general circulation in the county once a week on the same day of the week for two consecutive weeks, the second publication being not less than ten nor more than thirty days prior to the first hearing;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board shall conduct two public hearings to consider the levying of a real property transfer tax, pursuant to section 322.02 of the Revised Code. The first hearing shall be held on **Monday, November 18, 2019, at 10:00A.M.**, and the second hearing shall be held on **Monday, November 25, 2019, at 10:00A.M.** Both hearings shall be held in the Commissioners' Hearing Room at 101 North Sandusky Street, Delaware, Ohio 43015.

Section 2. The Board hereby directs the Clerk of the Board to cause notice of the date, time, and place of said hearings to be published in the Delaware Gazette once a week on the same day of the week for two consecutive weeks, the second publication being not less than ten nor more than thirty days prior to the first hearing.

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

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

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RESOLUTION NO. 19-1026

IN THE MATTER OF APPROVING AMENDMENT NUMBER TWO TO AGREEMENT FOR 2017 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) COOPERATIVE AGREEMENT BETWEEN THE OHIO DEPARTMENT OF AGRICULTURE AND DELAWARE COUNTY COMMISSIONERS:

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

**AMENDMENT TO AGREEMENT
FOR
2017 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP)
COOPERATIVE AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF AGRICULTURE
AND
DELAWARE COUNTY COMMISSIONERS**

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AMENDMENT 2

This is an Amendment to an existing Agreement, by and between the State of Ohio, acting by and through the OHIO DEPARTMENT OF AGRICULTURE ("ODA"), located at 8995 East Main Street, Reynoldsburg, Ohio 43068 and DELAWARE COUNTY COMMISSIONERS, 101 North Sandusky Street; Delaware, OH 43015 (hereinafter "Local Sponsor"), who hereby agree as follows:

Recitals

1. The original Cooperative Agreement was executed on April 20, 2017 (hereinafter "Agreement") granting funds to the Local Sponsor to purchase easements under the Local Agricultural Easement Purchase Program ("LAEPP") 2017.
2. On December 21, 2017 Amendment 1 to the Agreement was executed. Amendment 1 updated the biennial dates and outlined the distribution of funds to specific landowners and increased obligated funds.
3. On December 21, 2017 Amendment 1 to the Agreement was executed. Prior to Amendment 1, total funds obligated equaled \$301,493. After allocating additional funds (\$75,171) the result was \$376,664 in available funds. The available funds shall be dispersed as outlined in "Exhibit B-Property/Funds."
4. Subsequent to Amendment 1, a new biennium occurred. Therefore, Amendment 2 is necessary to update dates.

Pursuant to Article III of the Agreement which is attached hereto and incorporated herein as "Exhibit A" and Amendment 1 as "Exhibit B," the parties agree in writing to amend this Agreement as follows:

II. SCOPE OF WORK

Delete paragraph 2.5, insert the following:

"The closing ("Closing") for the agricultural easements in connection with each Property shall occur on a time and date mutually agreed to by the parties, but in no event later than June 30, 2021. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA."

III. TIME OF PERFORMANCE

Delete paragraph 3.1, insert the following:

"The services as stated in "Exhibit A - Scope of Work," shall be commenced by the Local Sponsor on July 1, 2019 and shall cease on June 30, 2021. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Section 3.1(b) below."

Delete paragraph 3.1(a), insert the following:

"This Agreement shall remain in effect until the work described in "Exhibit A - Scope of Work," is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor's Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2021. It may be renewed as provided for herein."

Delete paragraph 3.1(b), insert the following:

"As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2021. This contract may be renewed, at ODA's option, for a period of one (1) year upon the same terms contained herein."

Exhibit A - Scope of Work

Delete paragraph F, insert the following:

"The parties shall mutually agree to a closing date, but in no event later than June 30, 2021 unless otherwise agreed in writing by ODA."

Entire Agreement

This Amendment 2, the existing Agreement, attached hereto and incorporated herein as "Exhibit A" and Amendment 1 attached hereto and incorporated herein as "Exhibit B," constitute the entire Agreement between the Local Sponsor and ODA, and there are no other Agreements between them, either oral or written, which relate to the work to be performed under this Agreement.

A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of

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an original signature, and in the absence of an original signature, shall constitute the original signature.

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

12

RESOLUTION NO. 19-1027

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

It was moved by Mr. Benton, seconded by Mr. Merrell 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
U19-170	Byers Engineering	E. Orange Road	Install aerial fiber
U19-171	Spectrum	Fancher Road	Place cable in ROW
U19-172	Verizon	Galloway Drive	Install fiber optic cable via directional bore
U19-173	AEP	Liberty Road	Replace poles
U19-174	AEP	Hollenback Road	Replace poles
U19-175	AEP	E. Orange Road	Replace poles

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

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RESOLUTION NO. 19-1028

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN THOMAS S. JESSEP 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 contract of sale and purchase with Thomas S. Jessep 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 contract of sale and purchase with Thomas S. Jessep for the project known as DEL-CR13-1.65 as follows:

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

WITNESSETH: On this 14th day of October, 2019, Thomas S. Jessep, Unmarried, 7176 Worthington Road 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)
19-SH1, SH2, T1, T2, T3
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 \$29,066.00 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,

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- (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 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,

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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 contract.

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

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RESOLUTION NO. 19-1029

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR NORTHSTAR SECTION 1, DIVISION OF LOT 644 WITH ADDITIONAL LAND; AND HEMSOTH CAD:

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

Northstar Section 1, Division of Lot 644 with Additional Land

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WHEREAS, Nationwide Residential Development, LLC, has submitted the Plat of Subdivision (“Plat”) for Northstar Section 1, Division of Lot 644 with Additional Land and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Berkshire Township Zoning Officer has reviewed said Plat for conformance with Township Zoning Regulations and approved said Plat on September 25, 2019; and

WHEREAS, the Delaware County Sanitary Engineer has reviewed said Plat for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on September 25, 2019; and

WHEREAS, the Delaware County Engineer has reviewed said Plat for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on September 27, 2019; and

WHEREAS, the Delaware County Regional Planning Commission has reviewed said Plat for conformance with Delaware County Subdivision Regulations and approved said Plat on September 30, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Northstar Section 1, Division of Lot 644 with Additional Land.

Northstar Section 1, Division of Lot 644 with Additional Land

Situated in the State of Ohio, County of Delaware, Berkshire Township, Farms Lots 2, 3 & 4 (Middle Tier), Quarter Township 2, Township 4, Range 17, United States Military District, and being a 47.810 acre tract of land, a 39.591 acre tract of land, a 6.00 acre tract of land and a 12.152 acre tract of land all of which were conveyed to Northstar Residential Development LLC by deed of record in Official Record 1571, Page 2359 of the Delaware County Recorder’s Office and also being all of Lot 644 in Northstar Section 1, Phase A (Official Record 817, Page 2747-2755). Cost: \$9.00.

Hemsoth Common Access Drive

WHEREAS, Gregory W. Hemsoth has submitted the Plat of Subdivision (“Plat”) for Hemsoth Common Access Drive, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Concord Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on September 16, 2019; and

WHEREAS, the Delaware General Health District has reviewed said Plat and Plans for conformation with its rules and regulations and approved said Plat on September 13, 2019; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformation with its rules and regulations and approved said Plat on September 16 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 September 18, 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 September 18, 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 October 7, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Hemsoth Common Access Drive

Hemsoth Common Access Drive

Situated in the Township of Concord, County of Delaware, State of Ohio, located in Lot 3, Section 4, Township 4 North, Range 20 West, United States Military Lands, and being of a 8.684 acre tract conveyed to Gregory W. Hemsoth as described in Volume 1398, Pages 2308-2310 County Recorder’s Office, Delaware, Ohio. Cost: \$6.00

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

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator
-No reports.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- Remembering Jon Peterson who passed away last week.
- Attended the Delaware Foundation dinner last week.

Commissioner Benton

- Remembering Jon Peterson.
- Attended the Foundation Dinner last week. That organization started in 1995. Marlene Casini, their President, will retire at the end of this year.
- MORPC held their meeting last Thursday.
- The Career Center inducted Cindy Dinovo into their Hall of Fame on Thursday evening.
- There will be a Great Place celebration at noon on Thursday.
- Ryan Rivers, Orange Township Trustee, led an economic development conference on Saturday morning.
- There will be a welcome reception for Tim Wilson (the new director of the Visitor and Convention Bureau) on Thursday.
- The State Capital Budget's deadline for those non-profits who wish to submit for a noncapital expense project is November 1, 2019.

Commissioner Lewis

- Remembering Jon Peterson.
- Thanks to Zach Dowley, Rob Platte and Bob Lamb for their help with the economic development conference on Saturday morning.

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RESOLUTION NO. 19-1030

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION; FOR COLLECTIVE BARGAINING:

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 appointment; employment of a public employee or public official; for pending or imminent litigation; for collective bargaining.

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

RESOLUTION NO. 19-1031

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

**For Consideration for Other Business
October 14, 2019**

RESOLUTION NO. 19-1032

IN THE MATTER OF APPOINTING GERALD DOUGLAS CREW ACTING TREASURER FOR DELAWARE COUNTY:

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

WHEREAS, by virtue of Delaware County Treasurer Jon Peterson's death on October 10, 2019, the office of Delaware County Treasurer is vacant; and

WHEREAS, pursuant to section 305.02(F) of the Revised Code, the Board of County Commissioners may appoint a person to hold the office of County Treasurer as an acting officer and to perform the duties thereof between the occurrence of the vacancy and the time when the officer appointed by the central committee qualifies and takes the office; and

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WHEREAS, given the time that will elapse before the central committee makes an appointment to fill the open office of Delaware County Treasurer and the need to have a person perform the statutory and administrative duties and responsibilities of County Treasurer, the Board of Commissioners has determined that it is necessary and proper to appoint an acting officer to perform said duties and responsibilities;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. Gerald Douglas Crew is hereby appointed to hold the office of County Treasurer as an acting officer to perform the duties thereof between the effective date of this Resolution and the time when the County Treasurer appointed by the central committee qualifies and takes the office.

Section 2. This Resolution shall take effect immediately upon passage.

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

RECESS 12:23 P.M./RECONVENE 1:32 P.M.

1:30P.M. Viewing For Consideration Of The Watson-Ford #25 Drainage Improvement

(101 North Sandusky Street Delaware, Ohio- With The Use Of Video Technology. At The Scheduled Viewing Time, A Video Will Be Available To Gain An Overview Of The Project Limits And Zoom Into Specific Areas)

Notes from the viewing:

-The Commissioners viewing the watershed via drone video that was taken on the morning of Friday, September 27, 2019. The drone video started north of Clark Shaw Road and made north-westerly route just past Sawmill Parkway (south of Ford Road).

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Delaware County Commissioners

Jeff Benton
 Barb Lewis
 Gary Merrell

SIGN-IN SHEET FOR OCTOBER 14, 2019

1:30 P.M. Viewing Of The Watson-Ford #25 Drainage Improvement
 Petition

	NAME	ADDRESS
1	Sarah Dmou	101 N Sandusky St, Delaware 43015
2	BRET BACON	SWCD
3	Kurt Simmons	DECO
4	Daniel Barr	SWCD
5	Jennifer DeH...	3121 Bean Oiler Rd
6	Carolyn Kise	3443 Bean Oiler Rd Delaware
7	Jay Shumaker	2080 Ford Road, Delaware
8	Arthur, DiRocco	3000 Bean Oiler Rd
9	Elizabeth Davis	3000 Bean Oiler Rd
10	Vicki DAVIS	2844 Bean Oiler
11	MARK HOPE	1711 Ford Rd
12	Ben Blackst	2071 Ford Rd
13	Heather Zoghicol	2017 Ford Rd
14	Dennis Moore	3349 BEAN OILER RD
	JACK VEAR	3266 BEAN OILER RD

There being no further business, the meeting adjourned.

 Gary Merrell

 Barb Lewis

 Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners