

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD OCTOBER 19, 2015

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

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

1
 RESOLUTION NO. 15-1250

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 15, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 15, 2015; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

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

2
 PUBLIC COMMENT

3
 ELECTED OFFICIAL COMMENT

4
 RESOLUTION NO. 15-1251

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1016:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1016 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Ohio Edison	Electric Services- Environmental Services	66211905-5338	\$ 7,000.00
O.E. Meyer	EMS Supplies	10011303-5243	\$ 400.00
Ohio Edison	Electric Services- EMS Station	10011303-5338	\$ 1,000.00
Liberty Township	EMS	10011303-5345	\$ 8,496.95

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1505105	MASTER LIGHTING SERVICE INC	WATER LINE REPAIR AT TRANSFER STATION	68011916 5403	\$19,617.00
R1505126	DELHI LANDSCAPE INC	LANDSCAPE FOR OECC	66211903 5328	\$5,618.50
R1505145	PRECISION LASER & INSTRUMENT INC	TRIMBLE GEO 7X GPS UNIT	66211902 5450	\$11,797.00

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

5
 RESOLUTION NO. 15-1252

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The Code Compliance Supervisor is requesting that Joe Holbrook, Mike Neff, Dave Diehl, Ric Irvine, Bill Johnson, Ross Bigelow and Fred Fowler attend an Inspector Skills Training on October 22, 2015 in Reynoldsburg, OH at no cost.

The Commissioners' Office is requesting that Commissioner Merrell, Commissioners Lewis, Commissioner Benton, Dawn Huston and Teri Morgan, attend the CCAO Winter Conference in Columbus, Ohio December 6-8, 2015; at the cost of \$1625.00 (fund number 10011102).

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

**6
RESOLUTION NO. 15-1253**

IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSION SCHEDULED FOR MONDAY DECEMBER 7, 2015:

It was moved by Mrs. Lewis, seconded by Mr. Benton to cancel the Commissioners' session scheduled for Monday December 7, 2015.

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

**7
RESOLUTION NO. 15-1254**

IN THE MATTER OF APPROVING AN AGREEMENT WITH ODOT ON PARTICIPATION IN PRELIMINARY ENGINEERING OF THE BIG WALNUT INTERCHANGE AND APPROVING AN ENGINEERING SERVICES AGREEMENT WITH AECOM, INC:

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

WHEREAS, the County Engineer has selected the firm of AECOM through a qualifications based selection process to provide preliminary engineering services to determine the feasibility of constructing a new interchange at or near the intersection of Interstate 71 and Big Walnut Road, hereinafter called the "Project"; and,

WHEREAS, the Ohio Department of Transportation has agreed to pay 100 percent of costs of preliminary engineering of the interchange project from High Priority funds specifically designated for the Project; and,

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

Section 1: The Board hereby accepts the following letter form agreement from the Ohio Department of Transportation and authorizes Commissioner Gary Merrell, President of the Board to sign on behalf of the board in acceptance of the agreement:

Gary Merrell, President, Board of County Commissioners
Delaware County
101 North Sandusky Street
Delaware, OH 43015

Re: Consultant Agreement No. 18982
DEL-71-3.55
PID No. 79608
Federal Project No. E060(188)
AECOM Technical Services, Inc., Consultant

Dear Mr. Merrell:

The Department has approved Consultant Agreement No. 18982 for the above project.

Accordingly, the County may execute the Consultant Agreement with AECOM Technical Services, Inc. The County may submit either monthly invoices or one (1) final invoice, after the work has been completed and accepted, to District 6 for reimbursement of costs incurred by the County.

Reimbursement of costs eligible for Federal participation shall be limited to an amount not to exceed \$719,866.00 (100% of \$719,866.00). The County's invoice(s) shall be supported by a copy of the Consultant's invoice(s) and proof of payment by the County.

Upon execution of the Consultant Agreement, the County may authorize the Consultant to proceed with the work.

To formalize acceptance of the aforementioned action, please sign this letter-form Agreement and return this letter-form Agreement together with one (1) reproduced copy of the fully executed Consultant Agreement and

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your letter authorizing the Consultant to proceed, to District 6.

Respectfully, Jerry Wray Director

Section 2: The Board hereby approves the following engineering contract:

DELAWARE COUNTY
 AGREEMENT NO. 18982

This Agreement No. 18982 entered into this 19th day of October, 2015, by and between Delaware County, acting by and through the Board of County Commissioners, hereinafter referred to as the County, and AECOM Technical Services, Inc., hereinafter referred to as the Consultant, with an office located at 277 West Nationwide Boulevard, Columbus, Ohio 43215-2566.

WITNESSETH:

That the County and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the County for preparation of the Project Development Process for the new interchange design and widening of Big Walnut Road at I-71 in Delaware County, Ohio, identified as DEL-71-3.55.

CLAUSE II - INVOICE & PROGRESS SCHEDULE

The County and the Consultant agree to the attached Invoice and Progress Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Progress Schedule.

The Consultant agrees to submit the completed Invoice and Progress Schedule transmittal letter together with the updated Invoice and Progress Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Progress Schedule.

CLAUSE III - PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Project Development Process.

- Part 1: Planning thru Preliminary Engineering
 Lump sum compensation of Six Hundred Fifty-Five Thousand Seven Hundred Nineteen Dollars (\$655,719.00).
- Part 2: Intersection Turning Movement Counts for No Build Condition
 Lump sum compensation of Thirteen Thousand Eight Hundred Ninety Dollars (\$13,890.00).
- Part 3: Machine Counts on Roadways and Ramps for No Build Condition
 Lump sum compensation of Nineteen Thousand Three Hundred Thirty-Three Dollars (\$19,333.00).
- Part 4: Planning Level Traffic for No Build Condition
 Lump sum compensation of Thirty Thousand Nine Hundred Twenty-Four Dollars (\$30,924.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Seven Hundred Nineteen Thousand Eight Hundred Sixty-Six Dollars (\$719,866.00).

Authorization of Parts 2, 3, and 4 may be less than the full lump sum amounts shown above and shall be prorated directly based on units of work (number of counts) actually authorized if less than the number of locations listed in the proposal.

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the County, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2010 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition".
- (b) The attached Final Scope of Services Minutes dated July 31, 2015.
- (c) The Invoice & Progress Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

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

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IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN HONG DA QIU AND YE CHEN AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR10-0.90, S. OLD STATE ROAD WIDENING:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Hong Da Qiu and Ye Chen for the project known as DEL-CR10-0.90, S. Old State Road Widening.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Hong Da Qiu and Ye Chen for the project known as DEL-CR10-0.90, S. Old State Road Widening as follows:

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

WITNESSETH: On this 19th day of October, 2015, Hong Da Qiu and Ye Chen, husband & wife, whose address is 1654 Cottonwood Dr., Lewis Center, Ohio 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)
Par. 111 CH, T
DEL-CR10-0.90, S. Old State Road Widening

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 Three Thousand Seven Hundred and Thirty-Eight Dollars (\$ 3,738.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

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

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this

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CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

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

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, 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.

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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 PURACHER, 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.

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

**9
RESOLUTION NO. 15-1256**

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN DUVAL S. DUNN AND THE BOARD OF DELAWARE COUNTY COMISSIONERS FOR DEL-CR10-0.90, S. OLD STATE ROAD WIDENING:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Duval S. Dunn for the project known as DEL-CR10-0.90, S. Old State Road Widening.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Duval S. Dunn for the project known as DEL-CR10-0.90, S. Old State Road Widening as follows:

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

WITNESSETH: On this 19th day of October, 2015, Duval S. Dunn, unmarried, whose address is 1670 Cottonwood Dr., Lewis Center, Ohio 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)
Par. 113 CH
DEL-CR10-0.90, S. Old State Road Widening

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 to SELLER the total sum of Three Thousand Dollars (\$3,000.00) 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

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

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

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

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RESOLUTION NO. 15-1257

IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS LEWIS CENTER ROAD IMPROVEMENTS FOR MEADOWS AT LEWIS CENTER SECTION 2 AND RELEASING CONSTRUCTION SURETY:

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

Whereas, on June 8, 2015, the Board of County Commissioners (the "Board") entered into a Project Agreement with Jones Lewis Center LLC ("Owner") for the project known as Lewis Center Road Improvements for Meadows at Lewis Center Section 2 ("Improvement"); and

Whereas, the County Engineer has inspected the Improvement and finds it to be constructed in accordance with the approved plans; and

Whereas, the County Engineer recommends the Board accept the Improvement in accordance with the Project Agreement; and

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Whereas, the County Engineer further recommends that the Letter of Credit being held as construction surety for the Improvement be returned to the Owner.

Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvement in accordance with the Project Agreement and releases the Letter of Credit being held as construction surety to the Owner.

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

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RESOLUTION NO. 15-1258

IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS PEACHBLOW ROAD WIDENING AND RELEASING CONSTRUCTION SURETY:

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

Whereas, on March 23, 2015, the Board of County Commissioners (the "Board") entered into a Project Agreement with Glenn Road Capital, LLC ("Owner") for the project known as Peachblow Road Widening ("Improvement"); and

Whereas, the County Engineer has inspected the Improvement and finds it to be constructed in accordance with the approved plans; and

Whereas, the County Engineer recommends the Board accept the Improvement in accordance with the Project Agreement; and

Whereas, the County Engineer further recommends that the Letter of Credit being held as construction surety for the Improvement be returned to the Owner.

Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvement in accordance with the Project Agreement and releases the Letter of Credit being held as construction surety to the Owner.

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

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RESOLUTION NO. 15-1259

IN THE MATTER OF APPROVING, AND AUTHORIZING THE SIGNING AND SUBMITTAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) B-F-14-1AT-1 STATUS REPORT WITH THE OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT (ODSA OCD):

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve, and authorize the signing and submittal of the Status Report:

WHEREAS, the Ohio ODSA OCD awarded \$193,000 in State of Ohio Fiscal Year 2014 CDBG funds to the Delaware County Board of Commissioners, per CDBG Grant Agreement B-F-14-1AT-1, approved per Resolution 14-1479; and

WHEREAS, CDBG funding assists Delaware County communities with necessary and useful public improvements which are responsive to the CDBG national program objectives; and

WHEREAS, the B-F-14-1AT-1 grant agreement requires Delaware County to submit Status Reports; and

WHEREAS, the following projects were administered per the grant agreement:

- Activity 1 Ashley Villa Generator/Security System: In Process
- Activity 2 Delaware Co STEP Bus Pass: In Process
- Activity 3 Galena Village Hall ADA Restrooms: In Process
- Activity 4 Village of Ashley Warning Siren: In Process
- Activity 5 Delaware County Fair Housing Program: In Process
- Activity 6 Delaware County General Administration: In Process

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Delaware County Board of Commissioners hereby approves the CDBG Status Report for Grant Agreement B-F-14-1AT-1.

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Section 2. The Delaware County Board of Commissioners hereby authorizes the president of the Board of Commissioners, to sign the CDBG Status Report; then directs the Economic Development Coordinator to submit the report to ODSA OCD.

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

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RESOLUTION NO. 15-1260

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENTS (PART OF THE CONSTRUCTION PLANS) FOR FIRST & MAIN-LEWIS CENTER:

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

Whereas, the Director of Environmental Services recommends approval of the sanitary sewer improvements (part of the construction plans) for First & Main-Lewis Center,

Now Therefore Be It Resolved that that Delaware County Board of Commissioners approve the sanitary sewer improvements (part of the construction plans) for First & Main-Lewis Center.

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

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RESOLUTION NO. 15-1261

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Maintenance Supervisor recommends the hiring of Chad Aleshire as a Custodial Supervisor with the Maintenance Department; effective November 9, 2015.

Therefore Be it Resolved, the Board of Commissioners approving the hiring of Chad Aleshire as a Custodial Supervisor with the Maintenance Department; effective November 9, 2015.

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

15
RESOLUTION NO. 15-1262

IN THE MATTER OF APPROVING ADVANCE OF FUNDS, SUPPLEMENTAL APPROPRIATION AND TRANSFER OF APPROPRIATION:

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

Advance of Funds		
From	To	
10011102-8500	40411414-8400	2,000,000.00
Commissioners General/Advances Out	Courts Building/Advances In	
Supplemental Appropriation		
40411414-5410	Courts Building/Building and Improvements	500,000.00
Transfer of Appropriation		
From	To	
28129204-5452	28129204-5320	189,771.18
Common Pleas Data Fund/Software >\$100,000	Common Pleas Data Fund/Software and Computer Service	

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

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ADMINISTRATOR REPORTS
Tim Hansley
-No reports

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COMMISSIONERS' COMMITTEES REPORTS
Commissioner Lewis
-No reports

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Commissioner Benton
-No reports

Commissioner Merrell
-Administrator Hansley and I met with the City of Delaware about a parking plan once the new judicial building is built.
-Attended a Pregnancy Resource event on Thursday.
-Attended a Stratford Ecological event.
-Attended an Area 7 meeting last Friday.

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RESOLUTION NO. 15-1263

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

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn into Executive Session at 9:55 AM.

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

RESOLUTION NO. 15-1264

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn out of Executive Session at 11:01 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners