

COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD OCTOBER 22, 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. 15-1265

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 19, 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 19, 2015; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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. 15-1266

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1021, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1021 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1021:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1021, memo transfers in batch numbers MTAPR1021, Procurement Card Payments in batch number PCAPR1021 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Public Defender Attorneys	Client Services Public Defender	10011202-5301	\$ 100,000.00
Silling Associates Inc.	Court House Project	40411414-5410	\$ 500,000.00

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

**5**  
 RESOLUTION NO. 15-1267

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF SEPTEMBER 2015:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for September 2015;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for the

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month of September 2015.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

**6**  
**RESOLUTION NO. 15-1268**

**IN THE MATTER OF APPROVING CONTRACT OF SALE AND PURCHASE BETWEEN  
SAWMILL VIEW FARM, LLC. AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS  
FOR THE SAWMILL PARKWAY EXTENSION:**

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 Sawmill View Farm, LLC.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Sawmill View Farm, LLC. for the project known as Sawmill Parkway Extension:

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

**WITNESSETH:** On this 22<sup>nd</sup> day of October, 2015, Sawmill View Farm, LLC, whose address is 7017 Steitz Road, Powell, Ohio 43065, 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)  
81-WD Sawmill Parkway Extension

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 **Two Hundred Thousand Dollars (\$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 diminution of value to any residual lands of the SELLER as a result of the acquisition of the PROPERTY ; and,
  - c. For SELLER's covenants herein; and,
  - d. For expenses related to the relocation of the SELLER, their family, and business.

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 shall pay any CAUV recoupment chargeable against the PROPERTY pursuant to R.C. 5713.34. The Parties mutually acknowledge and agree that this purchase shall be exempt from the Delaware County conveyance fee.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 45 days after the date of this CONTRACT. 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. PURCHASER agrees to purchase the PROPERTY "as is."

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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 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.
6. 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.
7. 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.
8. 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.
9. 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. This paragraph shall not apply to any damage, change, alteration or destruction caused by PURCHASER, its agents or assigns.

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. This paragraph shall not apply to any damage, change, alteration or destruction caused by PURCHASER, its agents or assigns.

The Parties mutually acknowledge and agree that this purchase is for the purpose of a road improvement project. The PURCHASER agrees, in the completion of the road improvement project, that it or its contractor(s) shall maintain, connect, or reconnect all encountered drainage tiles and outlets so as not to diminish the water flow on the SELLER's residual lands.

This paragraph shall not apply to any damage, change, alteration or destruction caused by PURCHASER, its agents or assigns.

10. 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 diminution in value 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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- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary. The terms of this CONTRACT shall survive and remain binding after closing.

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

**7**  
**RESOLUTION NO. 15-1269**

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN  
TAMELA S. BAUSLAUGH AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR  
SAWMILL PARKWAY EXTENSION:**

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 Tamela S. Bauslaugh;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Tamela S. Bauslaugh for the project known as Sawmill Parkway Extension:

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

**WITNESSETH:** On this 22<sup>nd</sup> day of October, 2015, Tamela S. Bauslaugh, aka, Tamela Sue Bauslaugh, unmarried, whose address is 7007 Steitz Road, Powell, Ohio 43065, 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)  
83-WD1, WD2, CH1\*, CH2\* Sawmill Parkway Extension Phase F

(\* The Parties acknowledge that the descriptions for the CH parcels shall be revised and designated as WD3 and WD4 to reflect the agreement to acquire the CH parcels in fee.)

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 Hundred Thousand Dollars (\$300,000.00)** 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 diminution of value to any residual lands of the SELLER as a result of the acquisition of the PROPERTY; and,
  - c. For SELLER's covenants herein; and,
  - d. For expenses related to the relocation of the SELLER, their family, and business.

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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 shall pay any CAUV recoupment chargeable against the PROPERTY pursuant to R.C. 5713.34. The Parties mutually acknowledge and agree that this purchase shall be exempt from the Delaware County conveyance fee.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 45 days after the date of this CONTRACT. 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. PURCHASER agrees to purchase the PROPERTY "as is."
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 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.
6. 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.
7. 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.
8. 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.
9. 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. This paragraph shall not apply to any damage, change, alteration or destruction caused by PURCHASER, its agents or assigns.

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. This paragraph shall not apply to any damage, change, alteration or destruction caused by PURCHASER, its agents or assigns.

The Parties mutually acknowledge and agree that this purchase is for the purpose of a road

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improvement project. The PURCHASER agrees, in the completion of the road improvement project, that it or its contractor(s) shall maintain, connect, or reconnect all encountered drainage tiles and outlets so as not to diminish the water flow on the SELLER's residual lands.

- 10. 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 diminution in value 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary. The terms of this CONTRACT shall survive and remain binding after closing.

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

**8**  
**RESOLUTION NO. 15-1270**

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN DELAWARE SAWMILL FARM, LLC. AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR SAWMILL PARKWAY EXTENSION:**

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 Delaware Sawmill Farm, LLC.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Delaware Sawmill Farm, LLC. for the project known as Sawmill Parkway Extension:

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

**WITNESSETH:** On this 22<sup>nd</sup> day of October, 2015, Delaware Sawmill Farm, LLC, whose address is 7017 Steitz Road, Delaware, Ohio 43015, 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)

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85-WD, WD1 Sawmill Parkway Extension

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 **Four Hundred Thousand Dollars (\$400,000.00)** 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 diminution of value to any residual lands of the SELLER as a result of the acquisition of the PROPERTY ; and,
  - c. For SELLER's covenants herein; and,
  - d. For expenses related to the relocation of the SELLER, their family, and business.

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 shall pay any CAUV recoupment chargeable against the PROPERTY pursuant to R.C. 5713.34. The Parties mutually acknowledge and agree that this purchase shall be exempt from the Delaware County conveyance fee.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 45 days after the date of this CONTRACT. 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. PURCHASER agrees to purchase the PROPERTY "as is."
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 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.
6. 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.
7. 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.
8. 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.
9. 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. This paragraph shall not apply to any damage, change, alteration or destruction caused by PURCHASER, its agents or assigns.

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



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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. This paragraph shall not apply to any damage, change, alteration or destruction caused by PURCHASER, its agents or assigns.

The Parties mutually acknowledge and agree that this purchase is for the purpose of a road improvement project. The PURCHASER agrees, in the completion of the road improvement project, that it or its contractor(s) shall maintain, connect, or reconnect all encountered drainage tiles and outlets so as not to diminish the water flow on the SELLER's residual lands.

10. 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 diminution in value 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary. The terms of this CONTRACT shall survive and remain binding after closing.

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



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**SUPPLEMENTAL APPROPRIATIONS, TRANSFER OF FUNDS AND ADVANCE OF CASH:**

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

**New Organizational Key**

29440437 Sunbury Road Improvements

**Advance of Cash**

<b>From</b>	<b>To</b>	
10040421-8500	29440437-8400	\$60,000
Sunbury Road Improvements/Advances Out	Sunbury Road Improvements/Advances In	

**Transfer of Funds**

<b>From</b>	<b>To</b>	
10040421-5801	29440437-4601	\$15,000
Sunbury Road Improvements/Transfers Out	Sunbury Road Improvements/Transfers In	

**Supplemental Appropriation**

29440437-5420 Sunbury Road Improvements/Road Constructions \$75,000

29440425-5420 Home and SR257 Intersection/Road Constructions \$21,540.68

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

**10  
RESOLUTION NO. 15-1272**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR VETERAN SERVICES:**

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

**Transfer of Appropriations**

<b>From</b>	<b>To</b>	
10062601-5348	10062601-5294	12,000.00
Veteran Services/Client Services	Veteran Services/Food Supplies	

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

**11  
RESOLUTION NO. 15-1273**

**IN THE MATTER OF APPROVING APPOINTMENTS TO THE DELAWARE COUNTY TRANSIT BOARD:**

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

WHEREAS, on October 25, 1999, the Delaware County Board of Commissioners (the "Board of Commissioners") created the Delaware County Transit Board (the "Transit Board") and made the necessary appointments to the Transit Board, pursuant to section 306.01 and 306.02 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners has made appointments to the Transit Board to fill vacancies in both unexpired and expired terms; and

WHEREAS, Merlin "Boots" Sheets, whose term expires on October 24, 2015, has applied for re-appointment for a term expiring on October 24, 2018;

WHEREAS, Craig Zimmers has applied for a vacancy for a term expiring on October 24, 2018;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following members to the Transit Board for the terms specified herein:

Position	Appointee	Term Ends
DATA 1	Craig Zimmers	October 24, 2018

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DATA 2	Merlin "Boots" Sheets	October 24, 2018
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Section 2. The appointments approved herein shall take effect on October 25, 2015.

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

12

**RESOLUTION NO. 15-1274**

**IN THE MATTER OF DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR AND OTHER STAFF FOR CERTAIN ADMINISTRATIVE MATTERS:**

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

WHEREAS, pursuant to section 305.30 of the Revised Code, the Delaware County Board of Commissioners (the "Board") may delegate specific authority to the County Administrator for contracting on behalf of the Board, allowing and paying claims, performing personnel functions, performing Board functions in the event of a disaster or emergency, and performing additional duties as the Board may determine by resolution; and

WHEREAS, the County Administrator may be absent or unavailable, requiring the appointment of an acting county administrator to perform the duties delegated pursuant to section 305.30 of the Revised Code; and

WHEREAS, pursuant to section 4115.071 of the Revised Code, the Board shall designate and appoint an employee to serve as prevailing wage coordinator for all contracts subject to prevailing wage requirements;

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

Section 1. The Board hereby delegates the following authority and duties to the County Administrator, pursuant to section 305.30 of the Revised Code:

- (A) Upon prior notice to each Commissioner, negotiate, approve, and execute contracts, agreements, or change orders that are for amounts not exceeding Fifteen Thousand Dollars (\$15,000) and that are for a period of one year or less;
- (B) Negotiate and execute settlement agreements for pending or threatened litigation, provided the County Administrator certifies in writing that discussion thereon has been conducted in a lawful executive session with all members of the Board present;
- (C) Review and approve departmental payrolls for all departments under the direction and control of the Board;
- (D) Review and approve requests for unpaid leaves of absence for up to two weeks;
- (E) Approve requests for leave for the County Administrator, provided notification is given to each Commissioner and the requested leave is within the County Administrator's available leave balances;
- (F) Accept resignations of employees, except resignations of department directors;
- (G) Review and approve, and execute any documents in furtherance of, all personnel actions, including, but not limited to, employing new hires, promotions, pay increases, discipline, and terminations, except as follows:
  - (i) The County Administrator shall not approve any pay increase that applies to all employees, unless and until the pay increase has been approved by a prior resolution of the Board;
  - (ii) The County Administrator shall not approve any pay increase, or promotion that results in a pay increase, that applies to an individual employee or select class of employees, unless and until the pay increase or promotion has been discussed in a lawful executive session with all members of the Board present, but notwithstanding the foregoing, the County Administrator may approve end of probation pay increases;
  - (iii) The County Administrator shall not approve any personnel action pertaining to an employee that reports directly to the County Administrator, unless and until the personnel action has been discussed in a lawful executive session with all members of the Board present; and
  - (iv) The County Administrator shall not approve any personnel action that is appealable to the State Personnel Board of Review;

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(H) Review and approve all job descriptions, except the County Administrator shall not approve a job description for a position that reports directly to the County Administrator unless and until a draft job description for such position has been presented to the Board and left open for Board comment for at least one week;

(I) Review, in conjunction with the Assistant County Administrator/Director Of Administrative Services, all requests for leave under the Family and Medical Leave Act ("FMLA"), and approve those requests that meet FMLA requirements and all requests for leave under Worker Compensation and approve those requests that meet Worker Compensation requirements;

(J) Serve as the Contract Administrator, having general supervision over the contract and any work performed thereunder, for any contracts or agreements the Board has entered into and not specifically designated a Contract Administrator;

(K) Request written opinions or instructions from the Prosecuting Attorney on behalf of the Board and coordinate the services provided by all outside counsel retained by the Board pursuant to sections 305.14 and 309.09 of the Revised Code;

(L) Upon prior notice to each Commissioner, execute last chance agreements for employees in departments under the direction and control of the Board;

(M) Approve mortgage releases for mortgages that have been fully satisfied;

(N) Act as the county chief executive officer and execute standard assurances and compliance certificates for grant applications approved by the Board;

(O) Act as the county chief executive officer and approve and execute written representations as a part of routine audits;

(P) Review and approve requests for tuberculosis treatment financial assistance submitted pursuant to section 339.71, *et seq.*, of the Revised Code, provided the requested amount does not exceed the contracting authority limit established in this Resolution;

(Q) Approve and allow the payment of claims against the county, pursuant to R.C. 307.55 and 319.16, when the county auditor presents a payment recap for approval on the date of a regular session of the Board that has been canceled;

(R) Accept gifts, devises, bequests, or other donations on behalf of the county, pursuant to section 9.20 of the Revised Code, provided that the value thereof is less than \$500.00, that notice of each acceptance is provided to each member of the Board, and that a detailed report of all gifts, devises, bequests, or other donations accepted is provided to the Board within fifteen (15) days after the end of the fiscal year in which the acceptance occurred; and

(S) Upon prior notice to each Commissioner, approve the acquisition of real property or interests in real property at a cost of less than Ten Thousand Dollars (\$10,000).

Section 2. The Board hereby declares that Resolution No. 10-211, delegating to the County Administrator the authority to carry out certain functions of the Board during a disaster or emergency, shall remain in full force and effect.

Section 3. In the event the County Administrator is or will be absent due to illness, vacation, or other approved leave, the County Administrator shall, to the extent practicable, inform all members of the Board and the Clerk to the Board in writing of the absence and its expected duration. In the event the County Administrator is unavailable or expected to be absent for less than or equal to two weeks, the Board hereby designates the Assistant County Administrator/Director of Administrative Services or the Assistant County Administrator/Fiscal Services Director as the Acting County Administrator with authority to perform all functions delegated in Section 1.

For absences expected to be longer than two weeks, all functions delegated in Section 1 shall revert to the Board during the County Administrator's absence unless the Board specifically delegates any or all of those functions by separate action of the Board.

Section 4. The Board hereby designates and appoints the following employees to serve as prevailing wage coordinator for the specified contracts that are subject to prevailing wage requirements:

(A) The Delaware County Engineer, for all Motor & Gas and Road & Bridge projects;

(B) The Director of Environmental Services, for all Environmental Services Fund projects;

(C) The Director of Economic Development, for all Economic Development Fund and Grant projects;

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(D) The Manager of Facilities, for all other projects.

Section 5. This Resolution supersedes Resolution No. 13-303 and shall take effect immediately upon adoption.

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

**RESOLUTION NO. 15-1275**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Code Compliance Supervisor is requesting that Michael Neff attend an Ohio Building Code Academy course in Reynoldsburg, Ohio October 26, 2015 at no cost.

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

**13  
ADMINISTRATOR REPORTS  
No reports**

**14  
COMMISSIONERS' COMMITTEES REPORTS  
Commissioner Lewis  
-No reports**

**Commissioner Benton  
-Spoke to a group of young adults at Hayes High School who are interested in public service and voting.**

**Commissioner Merrell  
-Regional Planning meeting will be held at 101 N. Sandusky this evening at 7:00 PM.**

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners