

COMMISSIONERS JOURNAL NO. 64 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 2016

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

Absent:
Gary Merrell, Commissioner

1
RESOLUTION NO. 16-354

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 14, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 14, 2016; 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 Absent Mrs. Lewis Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
SHERIFF MARTIN
New Staff Introductions
Jail Director Shelley Pfan and Assistant Jail Director Jessie Jackson
Jail sergeants Shauna Robinson and Jennifer Coy
Law Enforcement Sergeants Rob Curren and Jason Passet

5
THE DELAWARE COUNTY VOLUNTEER PEACE OFFICERS' DEPENDENTS FUND BOARD

Per Resolution 16-324 from April 7, 2016

- each person eligible to vote shall send in writing the name of two persons eligible to be elected who are the person's choices
- Board of Commissioners shall then count and record all votes cast at the election and announce the result at its regular meeting on April 18, 2016

The Delaware County Volunteer Peace Officers' Dependents Fund Board		
Results from election held on April 15, 2016		
Volunteer Peace Officer Of The Delaware County Sheriff's Office	"X" Mark Recorded For Each Vote Received	Total Number Of Votes Received For This Member
DelaRosa, John		
Sargent, Larry	XX	2
Harness, Darian		
Ingalls, Hope		
Jones, Steve	XX	2

- 2 voters who submitted votes out of 5 eligible voters
- The two persons receiving the highest number of votes are elected.
- If there is a tie vote for any two persons, the election shall be decided by lot or in any other way agreed

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on by the persons for whom the tie vote was cast.

- The initial term of those persons elected shall commence one day after the result of the election is announced and shall terminate on December 31, 2016.

Name Of Board Member 1: Larry Sargent (person receiving the highest number of votes) as elected by the volunteer peace officers of the Delaware County Sheriff's Office

Name Of Board Member 2: Steve Jones (person receiving highest number of votes) as elected by the volunteer peace officers of the Delaware County Sheriff's Office

6
RESOLUTION NO. 16-355

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0415:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0415 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1603072	MASTER LIGHTING SERVICE INC	LIGHTING REPAIRS - ALUM CREEK	66211904 - 5328	\$7,040.00
R1603077	HENRY P THOMPSON CO INC	UV SYSTEM EQUIPMENT PARTS	66211903 - 5201	\$13,000.00

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

7
RESOLUTION NO. 16-356

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of Emergency Communications is requesting that Kathy Didyk and Bethani Neighbarger attend a Mercer County Dispatcher In Service in Celina, OH on May 18, 2016 at the cost of \$75.20 (fund number 21411306).

The Director of Emergency Communications is requesting Patrick Roberts and Kathleen Parker attend an Association of Public Safety Communications Officials APCO 2016 Conference in Orlando, FL from August 13-18, 2016 at the cost of \$4,561.00 (fund number 21411306).

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

8
RESOLUTION NO. 16-357

IN THE MATTER OF AWARDING THE BIDS FOR ASPHALT MATERIALS TO BE USED BY THE COUNTY ENGINEER DURING 2016:

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

Bid Award Recommendations; Bids Opened April 12, 2016

As the result of the referenced bid opening, the Engineer recommends that the following bid awards be made:

MC 30 as per ODOT Spec 702.02, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Phillips Oil Company.

MC 30 as per ODOT Spec 702.02, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Phillips Oil Company.

RS-2 as per ODOT Spec 702.04, FOB Plant:

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The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Phillips Oil Company.

RS-2 as per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.; The Klink Group of Companies; and Phillips Oil Company.

RS-2P, Per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

RS-2P, Per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

CRS-2 Per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Wright Asphalt Products Company.

CRS-2 Per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Wright Asphalt Products Company.

CRS-2P Per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

CRS-2P Per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

SS-1 as per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made Asphalt Materials, Inc.

SS-1 Per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.

SS-1H Per ODOT Spec 702.04, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Phillips Oil Company.

SS-1H as per ODOT Spec 702.04, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc. and Phillips Oil Company.

Number 301 Asphalt Concrete Base Per ODOT Spec 301.02, FOB Plant:*

The Engineer recommends that a non-exclusive bid award be made Decker Construction Company; Shelly & Sands, Inc.; Scioto Materials, Inc.; and Shelly Materials, Inc.

Number 302 Asphalt Concrete Base Per ODOT Spec 302.02, FOB Plant: *

The Engineer recommends that a non-exclusive bid award be made Decker Construction Company; Shelly & Sands, Inc.; Scioto Materials, Inc.; and Shelly Materials, Inc.

Surface, Type 1 (Item 441), FOB Plant:*

The Engineer recommends that a non-exclusive bid award be made Decker Construction Company; Shelly & Sands, Inc.; Scioto Materials, Inc.; and Shelly Materials, Inc.

Intermediate, Type 1 (Item 441) FOB Plant: *

The Engineer recommends that a non-exclusive bid award be made Decker Construction Company; Shelly &

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Sands, Inc.; Scioto Materials, Inc.; and Shelly Materials, Inc.

Intermediate, Type 2 (Item 441), FOB Plant:*

The Engineer recommends that a non-exclusive bid award be made Decker Construction Company; Shelly & Sands, Inc.; Scioto Materials, Inc.; and Shelly Materials, Inc.

* No bids submitted for materials FOB Jobsite

Bid tabulations for these materials are available for your information

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

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RESOLUTION NO. 16-358

IN THE MATTER OF ACCEPTING THE DRAINAGE MAINTENANCE INSPECTION REPORT FOR 2016 AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2017:

It was moved by Mr. Benton, seconded by Mrs. Lewis to accept the 2016 Drainage Maintenance Inspection Report and establish percentage of maintenance assessments for 2017 as follows:

Drainage Maintenance Inspection Report for 2016

2016 Drainage Maintenance Inspection Report

General Information

1. Name and number of group
2. Type of group: O = Open Ditch T = Tile ST = Storm Tile
 B = Basin SW = Swale W/W = Waterway
 S/D = Surface Drain
3. Balance Money as of December 31, 2015

Proposed Work

1. Brush and cattails need sprayed.
2. Fertilizer and seeding is needed.
3. Pipe is needed.
4. Cost of project to do work.
5. Assessment column has percent to be collected for 2016, and projected income for 2016 and 2017.

JOINT COUNTY PROJECTS – 2017 COLLECTIONS

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Adams	20%	Delaware / Marion
Carter Joint County	18%	Delaware / Marion
Cook Joint County	40%	Delaware / Licking
Coomer #435 Main	3%	Delaware / Morrow
Coomer #435 Lateral A	3%	Delaware / Morrow
Darst Joint County	8%	Delaware / Marion
DeGood	35%	Delaware / Union
Pumphrey Joint County	15%	Delaware / Morrow
Tartan Field Jt. Co.8,9,10,11	1.5%	Delaware/Union

TRI-COUNTY PROJECTS – 2017 COLLECTIONS

<u>Ditch Name</u>	<u>Percentage</u>	<u>County</u>
Randall Howison Tri County	20%	Delaware / Marion / Union

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

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10**RESOLUTION NO. 16-359**

IN THE MATTER OF APPROVING THE TITLE RESEARCH SERVICES AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ALBAN & ALBAN, LLP:

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

Whereas, Section 305.15 of the Revised Code provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

Whereas the County Engineer recommends approval of the agreement with Alban & Alban, LLP for title research services.

Now, Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the agreement with Alban & Alban, LLP for title research services as follows:

DELAWARE COUNTY, OHIO
Title Research Services Agreement

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 18th day of April, 2016 by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and the firm of Alban & Alban, LLP, 7100 N. High Street, Worthington, Ohio 43085 (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for performance of the Work performed under this Agreement. The Administrator shall have the right to issue Notice to Proceed, Notice to Suspend or Notice to Resume Work under this Agreement within the dates to which this Agreement is effective and shall have general supervision of the Work.

Section 3 – Basic Services of Consultant

The duties of the Consultant shall encompass the following tasks.

- A. Title research at a rate of \$250 (short title) and \$395 (full title)

Section 4 – Payment for Professional Services

- 4.1 The County agrees to pay the Consultant as compensation for professional services as listed in Section 3, an amount not to exceed Thirty Thousand Dollars (\$30,000.00). Costs will vary depending on actual time required to perform the services requested.
- 4.2 The actual cost plus reimbursable expenses as incurred by the Consultant in the performance of the portion of the work outlined in Section 3 of this Agreement, shall not exceed the amount stipulated in Section 4.1 without an amendment to the Agreement duly authorized by the County.
- 4.3 Payment for services performed shall be due and payable monthly, based on the actual time and expenses incurred by the Consultant in the performance of the services on the project.

Section 5 – Payment

- 5.1 Notwithstanding any provision in this contract to the contrary, the maximum obligation of the County under this contract is limited to the amount of \$30,000. Unless the County appropriates and authorizes the expenditure of additional funds pursuant to proper modification of this contract, the Consultant's duties and obligations to perform additional services under this contract shall be considered ended December 31, 2016 or when the amount of \$30,000, as described previously, has been invoiced and paid to the Consultant (whichever comes first) in accordance with the provisions of this Section. Payment of invoices submitted to the County by the Consultant shall be made by the County within thirty (30) days of the date the County receives the invoice. If the maximum obligation of the County provided herein is changed properly, then the new amount will control the continuation of the duties and obligations of the Consultant to perform additional services.
- 5.2 County shall provide all criteria and full information as to County's requirement for the Project; designate a person to act with authority on County's behalf in respect of all aspects of the Consultant's submissions; and give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any defect in the work.

Section 6 – Time of Schedule and Completion

- 6.1 The Consultant shall provide a written, detailed cost proposal for each project at the request of the County prior to services being performed.

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- 6.2 After notification from the County to proceed, the Consultant shall, to the extent possible, schedule activities to meet specific project dates as requested by the County.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers' Compensation Coverage:** Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.5 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements in accordance with Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused in whole or part by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

As the County's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

The Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the work, and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the County, including but not limited to, claims for loss of use, loss of profits and loss of markets.

Section 9 – Termination of Agreement

The County reserves the right to terminate this Agreement at any time for reasons identified in this Agreement or for any other reasons, for the convenience of the County. Upon termination of the Agreement, the County will provide written notice to the Consultant to terminate all work at which time the Consultant shall terminate all work associated with this Agreement and submit a final invoice for the portion of the work completed to date. The County shall not be responsible for payment for any work performed after the date of termination.

Section 10 – Change in Scope of Work

In the unforeseen event that substantial changes to the scope of work as defined in Section 3 are required during performance of work under this Agreement, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents as part of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed written or electronic work produced exclusively as part of this Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

13.2 Independent Contractor: The Parties acknowledge and agree that contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

13.3 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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.

13.4 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

13.5 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

13.6 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

13.7 Severability: If any item, condition, portion, or section of this Agreement 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 Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

13.8 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in

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Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

11

RESOLUTION NO. 16-360

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN R. MICHAEL EMRICH AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR13-4.04, AND A CONTRACT OF SALE AND PURCHASE BETWEEN CHELSEA R.P. LTD. AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR DEL-CR10-.090

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

Whereas, the County Engineer recommends approval of the Contract of Sale and Purchase between R. Michael Emrich and the Board Of Delaware County Commissioners for DEL-CR13-4.04, and a Contract of Sale and Purchase between Chelsea R.P. LTD and the Delaware County Board Of Commissioners for DEL-CR10-.090

Now Therefore Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approve the Contract of Sale and Purchase with R. Michael Emrich for DEL-CR13-4.04, and the Contract of Sale and Purchase with Chelsea R.P. LTD. for DEL-CR10-.090 as follows:

R. Michael Emrich

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

WITNESSETH: On this 18th day of April, 2016 R. Michael Emrich, unmarried, whose address is 6090 Big Walnut Road, Galena, Ohio 43021, 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)
 3-SH1, SH2
 DEL-CR13-4.04

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 **Six Thousand, Eight Hundred, Nine Dollars (\$6,809.00)** 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

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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.

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.

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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.

Chelsea R.P. LTD

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

WITNESSETH: On this 18th day of April, 2016, Chelsea R.P. LTD., an Ohio Limited Liability Company whose address is 771 Polaris Parkway, 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:

Parcel 38 WDV, T
See Attached Exhibit A (Property Description)
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 **One Hundred Seven Thousand Seven Hundred Thirty-Six & 00/100 Dollars (\$107,736.00)** 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

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

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

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

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

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

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RESOLUTION NO. 16-361

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

It was moved by Mr. Benton, seconded by Mrs. Lewis 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:

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Permit #	Applicant	Location	Type of Work
U16-051	Consolidated Electric	South Old State Rd	Install Junction Box
U16-052	Marathon Pipe Line	Needles Road	Bore for Pipeline
U16-053	Time Warner Cable	Holderman Street	Directional Bore
U16-054	Marathon Pipe Line	S. County Line Road	Bore for Pipeline
U16-055	Marathon Pipe Line	Woodtown Road	Bore for Pipeline
U16-056	Marathon Pipe Line	Green Cook Road	Bore for Pipeline

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

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RESOLUTION NO. 16-362

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATION KEY AND APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY (EMA):

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

Whereas, the Director of Delaware County EMA recommends approval of A New Organization Key and Supplemental Appropriations;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve A New Organization Key and a Supplemental Appropriations for Delaware County EMA:

New Organization Key

21581308 2015-2016 HMEP Training

Supplemental Appropriations

21581308	2015-2016 HMEP	5365 GRANT RELATED SERVICES	Amount
			\$17,350.00

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

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RESOLUTION NO. 16-363

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATION FOR THE DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY PHONE BANK:

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

WHEREAS, the Delaware County Emergency Management Agency requests a supplemental appropriation in the amount of \$1,500.00 to allow for a phone bank switch.

WHEREAS, new technology has proven to be a great asset during emergencies and disasters.

WHEREAS, this phone bank would could be utilized in any Delaware County facility.

WHEREAS, the phone bank would aid response operations during the following scenarios:

- Establishing a tip line for the Delaware County Child Abduction Response Team (CART)
- Establishing an information line for Delaware County 2-1-1 to take calls of a non-emergency nature away from 9-1-1 following a disaster
- Adding support to the Joint Information Center (JIC) following a large incident

NOW THEREFORE BE IT RESOLVED: That the Delaware County Board of Commissioners now hereby approve the following supplemental appropriation,

Supplemental Appropriation

21581301-5260	FY 16 INVENTORIED TOOLS & EQUIP	\$1,500.00
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Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Absent

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RESOLUTION NO. 16-364

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR VERONA SANITARY SEWER PUMP STATION AND FORCE MAIN 2016:

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

WHEREAS, the Executive Director recommends approval of the plan for Verona Sanitary Sewer Pump Station and Force Main Improvement 2016, which has previously been submitted with a Letter of Support to the Ohio EPA for their approval;

THEREFORE BE IT RESOLVED, that the Delaware County Board of Commissioners approve the sanitary sewer improvement plan for Verona Sanitary Sewer Pump Station and Force Main Improvements 2016.

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

18

RESOLUTION NO. 16-365

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:

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

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code Section 307.12 (E) allows, by resolution the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution 12-79 on January 23, 2012, declaring its intent to sell such property by internet auction; and

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and

WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio that the following property listed below be sold in the manner prescribed in Resolution 12-79 and the disposal or salvage of property that has no value. The President of the Board of Commissioners is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

<u>Item/Asset Type</u>	<u>Manufacturer/Model</u>	<u>Serial/Asset Number</u>
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- Pages Ohio Revised Code Annotated Set:
- Title 1 – Vol. 2, 3, 4
 - Title 3 – Counties w/2015 Cumm. Suppl.
 - Title 5 – Townships
 - Title 7 – Municipalities/Corporations – Vol. 7 & 8
 - Title 9 – Agriculture – Vol. 9
 - Title 11 – Financial Institutions – Vol. 10
 - Title 13 – Commercial Transactions – Vol. 1 & 2
 - Title 15 – Conservation Natural Resources – Vol. 14 & 15
 - Title 17 – Corporations-Partnerships – Vol. 16 & 17
 - Title 19 – Courts-Municipal/Mayors
 - Title 21 – Courts-Probate/Juvenile – Vol. 1 & 2
 - Title 23 – Courts-Common Pleas w/2015 Cumm. Suppl.
 - Title 25 – Appellate Rules
 - Title 27 – Courts-General Provisions
 - Title 29 – Crimes-Procedures - Vol. 25, 26, 27, 28 & 29
 - Title 31 – Domestic Relations w/2015 Cumm. Suppl. Vol. 30 & 31
 - Title 32 – Educations-Libraries – Vol. 32, 33, 34
 - Title 35 – Elections – Vol. 35

<u>Item/Asset Type</u>	<u>Manufacturer/Model</u>	<u>Serial/Asset Number</u>
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- Title 37 – Health-Safety-Morals – Vol. 36, 37, 38

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- Title 39 – Insurance
- Title 41 – Labor Industry
- Title 43 – Liquor
- Title 45 – Motor Vehicle-Aeronautics-Watercraft – Vol. 44 & 45
- Title 47 – Occupations – Vol. 46 & 47 w/2015 Cumm. Suppl.
- Title 51 – Public Welfare – Vol. 49 & 50 w/2015 Cumm. Suppl.
- Title 52 – Real Properties
- Title 55 – Roads-Highways-Bridges
- Title 57 – Taxes – Vol. 53, 54, 55
- Title 58 – Trusts
- 2015 General Index & Appendix

- Title 29 – Crimes-Procedures - 2002-2003-2006 – Vol. 1, 2 & 3
- Title 29 – Crimes-Procedures - 2010 – Vol. 1, 2 & 3

Pages Ohio Revised Code Annotated Bulletins:

- #1 3/7/13 – 4/1/13
- #2 5/10/13 – 7/2/13
- #3A 6/30/13 – 7/12/13
- #3B 6/30/13 – 7/12/13
- #3C 6/30/13 – 7/12/13
- #4 7/16/13 – 11/15/13
- #5 12/1/13 – 12/19/13
- #6 2/18/14 – 3/26/14
- #7A 3/26/14 – 6/20/14
- #7B 3/26/14 – 6/20/14
- #8 6/21/14 - 12/22/14
- #1 3/16/15 – 5/12/15
- #2 5/13/15 – 7/12/15
- #3A 6/30/15 – 7/16/15
- #3B 6/30/15 – 7/16/15

Lexis/Nexis – Ohio Rules of Court:

- Volume 1A State w/2013-2014 Supplement
- 1B
- Volume 2 Local
- 2B
- 2C
- Volume 3 Federal

Ohio Criminal Rule Handbooks:

- 2006-1
- 2007-1 & 2
- 2008-1
- 2009-1 & 2
- 2010-1 & 2
- 2011-2
- 2012-2
- 2013-1
- 2013-2 (2 copies)

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator
 -Auditor Kaitsa, Commissioner Merrell, Si Kille, myself and our bond counsel went to Chicago for the annual bond counsel rating. We should know by Wednesday what the rating will be

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton
 -Attended the MORPC Transportation Committee meeting last week
 -There will be a number of Board Appointment listings in the next several weeks. We encourage all to apply.

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- Will be attending a jury trial tomorrow in Judge Krueger’s court.
- Will be attending the Legends Luncheon on Wednesday

Commissioner Lewis

- Will be participating in a table top exercise for EMA tomorrow at the Columbus Zoo.

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RESOLUTION NO. 16-366

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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 to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 2. The Board hereby finds and determines that the information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 3. The Board hereby finds and determines that the executive session is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

RESOLUTION NO. 16-367

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adjourn out of Executive Session at 10:37 AM.

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

RESOLUTION NO. 16-368

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adjourn into Executive Session at 10:37 AM.

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

RESOLUTION NO. 16-369

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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It was moved by Mr. Benton, seconded by Mrs. Lewis to adjourn out of Executive Session at 11:10 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners