

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 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
Gary Merrell, Commissioner

1
RESOLUTION NO. 16-464

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 12, 2016:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 12, 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 Aye Mrs. Lewis Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
CHIEF SCHUILING, DELAWARE COUNTY EMS
AMERICAN HEART ASSOCIATION PRESENTATION
MISSION LIFELINE 2015 IN RECOGNITION OF DELAWARE COUNTY EMS

5
RESOLUTION NO. 16-465

IN THE MATTER OF RECOGNIZING THE THIRD WEEK OF MAY AS EMERGENCY MEDICAL SERVICES WEEK:

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

WHEREAS; Emergency Medical Services is a vital public service; and

WHEREAS; the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS; access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS; the emergency medical services system consist of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others; and

WHEREAS; the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

THEREFORE be it resolved by the Board of County Commissioners, Delaware County, State of Ohio, that this resolution be passed, recognizing the value and accomplishments of emergency medical services providers, and declaring the Third Week of May 2016 as:

EMERGENCY MEDICAL SERVICES WEEK

And encourage the community to observe this week with appropriate programs, ceremonies, and activities.

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

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RESOLUTION NO. 16-466

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0513:

It was moved by Mr. Benton, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0513 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount	Line
R1603442	ZASHIN & RICH CO LPA	UNION NEGOTIATIONS	66211901 - 5361	\$10,000.00	0001
R1603446	SITE SUPPLY INC	TANKS - ALUM CREEK	66211904 - 5201	\$10,000.00	0001
R1603456	ZASHIN & RICH CO LPA	LEGAL FEES	22411605 - 5361	\$10,000.00	0001
R1603466	LEPI ENTERPRISES INC	REMOVAL AND PROPER DISPOSAL OF ASBESTOS THAT MAYBE	66211903 - 5328	\$ 7,000.00	0001
R1603479	CT CONSULTANTS INC	GALENA BRICK TRAIL	10011102 - 5365	\$ 7,250.00	0001
R1603487	BLUES AUTO SERVICE INC	REPAIR 21-7 (DELAY DUE TO PARTS AVAILABILITY)	60111901 - 5370	\$18,308.80	0001

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

7

RESOLUTION NO. 16-467

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Record Center Department is requesting that Megan Henry and Sharrie Doubkin attend an Ohio Public Records Training in London, Ohio November 9, 2016, at the cost of \$30.00 (fund number 10011103)

The Chief of Emergency Medical Services is requesting that Lt. Zachary Wolfe attend an ICS 300 & 400 class in Delaware, OH at no cost.

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

8

RESOLUTION NO. 16-468

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF APRIL 2016:

It was moved by Mr. Benton, seconded by Mr. Merrell to accept the Treasurer’s Report for the month of April 2016.

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

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

9

RESOLUTION NO. 16-469

IN THE MATTER OF DELAWARE COUNTY BOARD OF COMMISSIONERS, SUPPORTING SMART COLUMBUS AND THE CITY OF COLUMBUS APPLICATION FOR THE U.S. DEPARTMENT OF TRANSPORTATION SMART CITY CHALLENGE:

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

May 16, 2016

The Honorable Anthony Foxx
U.S. Secretary of Transportation

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1200 New Jersey Ave, SE
Washington, DC 20590

Re: Support of the City of Columbus Smart City Challenge Application

Dear Mr. Secretary:

On behalf of the Delaware County Board of Commissioners, we are writing in support of Smart Columbus and the City of Columbus application for the U.S. Department of Transportation Smart City Challenge.

We support Columbus’ desire to be the nation’s epicenter for intelligent transportation systems (ITS) research, development, and implementation through Smart Columbus. Implementing Smart Columbus creates opportunities for economic development and job creation throughout the Columbus Region, and provides ladders of opportunity to our community for better access to jobs, fresh food, services, education, and recreation. Columbus is a model city to show the nation and the world a practical path to implementing ITS and reducing greenhouse gas emissions.

In Delaware County, we stand to benefit greatly from Smart Columbus’ initiatives. As the fastest growing county in the region and the state, transportation is one of the top challenges we face. An estimated 75 percent to 80 percent of our residents work outside the County, and primarily in Columbus and Franklin County. Further research shows that 85 percent of our commuters do so alone. The improvements being contemplated with the Smart Columbus Plan would provide opportunities to significantly alleviate the traffic burdens we currently face and will help us continue to manage future growth.

Smart Columbus projects are revolutionary, universally accessible, and sustainable. Revolutionary projects include unprecedented data integration, autonomous vehicles, connected vehicles, and implementing advanced sensors and cameras through smart intersections. ITS will be designed, developed, and implemented to provide optimal accessibility to youth, seniors, New Americans, and the ADA community. Columbus will also make significant investments, implement programs, and create incentives for transportation electrification and greenhouse gas reduction that will be environmentally and financially sustainable.

The Smart Columbus Team is composed of some of the world’s most talented individuals, companies, and organizations. The Ohio State University is in the top 20 of all universities in higher education research and development expenditures and a national leader in ITS research and development. Headquartered and founded in Columbus, Battelle Memorial Institute is the world’s largest nonprofit research and development organization with 22,000 employees at more than 60 locations globally. IBM’s Client Center for Advanced Analytics is based in Columbus and is advancing research, development, client services, and skills training in the areas of analytics, big data, and cognitive computing. The Columbus Region is home to Honda of America Mfg., Inc., Honda R&D Americas, Inc., and the Honda North America corporate headquarters. All partners are providing significant resources and expertise to the Smart Columbus Team.

The Delaware County Board of Commissioners fully supports the Smart Columbus Plan and encourages the U.S. Department of Transportation to select the City of Columbus as the Smart City Challenge winner. Columbus is the ideal Smart City because of its innovative but practical plan, its strong partners, and its understanding of how transportation is the foundation to address social and economic challenges.

Thank you for your consideration.

Sincerely,

Barb Lewis
Commissioner

Jeff Benton
Commissioner

Gary Merrell
Commissioner

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

10
RESOLUTION NO. 16-470

**IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS
CONGRATULATING DEE WATREN AS THE 2016 DELAWARE COUNTY INDUCTEE INTO THE
CENTRAL OHIO SENIOR CITIZENS HALL OF FAME:**

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

WHEREAS, the Delaware County Board of Commissioners is proud to honor older individuals who have volunteered their time to serve others in their community;

WHEREAS, Dee Watren is being honored for her commitment to the seniors of Delaware County as a five-day-a-week volunteer with the SourcePoint organization; and

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WHEREAS, Ms. Watren volunteers an average of 550 hours per year and has volunteered more than 6,700 hours total since 2003; and

WHEREAS, Ms. Watren delivers meals twice a week on two different routes for the Meals on Wheels program, logging more than 2,000 miles each year; and

WHEREAS, three days a week, Ms. Watren serves as the hostess and manager for a small dining center in a small village, a facility that might have closed had she not stepped in to take it over a year ago;

THEREFORE BE IT RESOLVED, that the Delaware County Board of Commissioners hereby congratulates Dee Watren as the 2016 Delaware County Inductee into the Central Ohio Senior Citizens Hall of Fame.

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

11
RESOLUTION NO. 16-471

IN THE MATTER OF APPROVING THE PLANS FOR THE SANITARY IMPROVEMENTS IN CONJUNCTION WITH THE PROJECT KNOWN AS DEL-TR107-1.55 ON BALE KENYON ROAD:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the plans for the sanitary improvements in conjunction with the Orange Township project known as DEL-TR107-1.55 on Bale Kenyon Road, Township Road Number 107.

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

12
RESOLUTION NO. 16-472

IN THE MATTER OF APPROVING CONTRACTS OF SALE AND PURCHASE BETWEEN TIMOTHY R. HOLDERBAUM FOR BIG WALNUT ROAD; DAVID & JULI SHIVELY, AND THE BOARD OF TOWNSHIP TRUSTEES OF ORANGE TOWNSHIP FOR S. OLD STATE ROAD; AND OHIO POWER COMPANY FOR SAWMILL PARKWAY AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS:

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

Whereas, the County Engineer recommends approval of the contracts of sale and purchase with Timothy R. Holderbaum for Big Walnut Road; David & Juli Shively, and The Board of Township Trustees of Orange Township for S. Old State Road; And Ohio Power Company for Sawmill Parkway

Now Therefore Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approve the contracts of sale and purchase with Timothy R. Holderbaum for Big Walnut Road; David & Juli Shively, and The Board of Township Trustees of Orange Township for S. Old State Road; And Ohio Power Company for Sawmill Parkway as follows:

Timothy R. Holderbaum – Big Walnut Road:

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

WITNESSETH: On this 16th day of May, 2016, Timothy Holderbaum, aka Timothy R. Holderbaum, married, whose address is 5240 Worthington Road, Westerville, Ohio 43082, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
13-SH
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:

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1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Ninety-One Thousand, Three Hundred, Seventy-Two Dollars (\$91,372.00)** which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

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

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

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

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

S. Old State Road:

David & Juli Shively

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

WITNESSETH: On this 16th day of May, 2016, David A. Shively and Juli Shively, husband & wife, whose address is 7787 S. Old State Rd., 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

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Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
Par. 166 WD, CH, T
DEL-CR10-0.90, S. Old State Road Widening

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Thirty Thousand & 00/100 Dollars (\$30,000.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

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

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, 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.

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9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

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

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
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.

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17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

The Board of Township Trustees of Orange Township

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

WITNESSETH: On this 16th day of May, 2016, The Board of Township Trustees of Orange Township, Delaware County, Ohio whose address is 1680 E. Orange Rd., Lewis Center, Ohio 43035 hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
Par. 198 WD, CH, S, T1, T2
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 Twenty Four Thousand Seven Hundred and Twenty Five Dollars (\$ 24,725.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

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

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

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

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

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
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

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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.

Ohio Power Company - Sawmill Parkway:

CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

OHIO POWER COMPANY ("Seller") and DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS ("Purchaser"), hereby agrees as follows:

1. **Premises.** Seller agrees to sell and Purchaser agrees to purchase certain real estate situated along Hyatt Road/Sawmill Parkway and being a part of Farm Lot E in Section 2, Township of Liberty, County of Delaware, State of Ohio, containing approximately 8.93± acres as shown on Exhibit "A", attached hereto and made a part hereof. (Real property hereinafter referred to as the "Premises".)
2. **Purchase Price.** The purchase price for the Premises shall be Two Hundred Twenty Seven Thousand (\$227,000.00) Dollars. The purchase price shall be payable in the following manner:
 - A. Five Thousand Dollars (\$5,000.00) Dollars as earnest money, to be deposited with Seller, the receipt of which is hereby acknowledged by Seller upon the execution of this Contract.
 - B. The balance of the purchase price in cash, cashier's check or certified check upon delivery of the deed (the "Closing").
3. **Conveyance.** On the date of closing (the "Closing"), the Seller shall convey the Premises to Purchaser by Limited Warranty Deed free and clear of encumbrances, and subject to all existing public highways and streets, easements, covenants, conditions, restrictions and reservations, if any, whether or not of record, and to all zoning and other governmental regulations and restrictions, and non-delinquent real estate taxes and assessments, easements for electric distribution and/or transmission and communication lines and/or related facilities and appurtenances reserved by Seller, and the conditions and restrictions contained in this agreement and to such state of facts as an examination of the Premises and/or an accurate survey of the Premises would reveal.
4. **Closing.** The date for delivery of the Deed and the Closing of this transaction shall be tentatively set as a date within one hundred twenty (120) days from the date of this Contract as may be agreed upon in writing by the parties. The Closing shall be held at a place mutually agreeable to the parties.
5. **Possession.** Seller shall deliver possession and occupancy of the Premises to Purchaser at Closing, unless otherwise agreed upon by the parties in writing.
6. **Condition.** The Premises is being sold AS IS – WHERE IS without representation or warranty, express or implied. Purchaser acknowledges that Purchaser will conduct or has conducted its own inspection of the Premises and is relying solely upon such inspection to determine the condition of the Premises.
7. **Taxes and Assessments.** Seller and Purchaser shall be responsible for paying, respectively, their pro-rata share of real estate taxes based on the Closing based on a 365 day year and, if undetermined, on most recently available tax rate and valuation. Seller shall pay any delinquent taxes, including penalty and interest, and any assessments which are a lien on the date of Closing. Unless credited against the Purchase Price at the Closing, the party receiving any such real estate tax bills shall make timely payment thereof or be responsible for all penalties and interest, and the other party shall, upon notice, promptly contribute its pro-rata share so as to allow such timely payment or it instead will be responsible for any penalties and interest. It is the intention of parties in making tax proration to allow Purchaser a credit as close in amount as possible to amount which Purchaser will be required to remit to County Treasurer for period of time through date of closing. Purchaser shall be solely responsible for paying for any increase in real estate taxes caused by or relating to Purchasers change in the use of the Premises after the date of Closing. Seller shall pay all excise or transfer taxes relating to the sale of the Premises, and Buyer shall pay all recording fees relating to placing the deed of record.

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8. Utilities. Seller shall pay all accrued utility bills to the date of Closing or the date of delivery of possession to Purchaser, whichever is later. Purchaser shall arrange for and pay for all utility services from and after the date of Closing or delivery of possession, whichever is later.

9. Closing Costs. If the Purchaser elects to have an attorney or title company close this transaction, the Purchaser will pay the Closing fee and costs associated therewith; survey, title insurance premium, and the cost of recording the warranty deed. Seller shall pay for documentary stamps or any other transfer taxes required in connection with filing of the deed and the cost of filing the mortgage release, if required. Each party will pay the cost of its own legal counsel incurred in connection with this transaction.

10. Title Examination. Purchaser shall be responsible for conducting and paying for such examination of the title to the Premises as Purchaser deems appropriate. If Purchaser determines that title to the Premises is not marketable and free from encumbrances (determined in accordance with the title examination standards of the Ohio State Bar Association) except public highways, easement, covenants, conditions, restrictions and reservations of record as of the date of the Contract, and zoning and other governmental regulations and restrictions, and non-delinquent real estate taxes and assessment, and to such state of facts as an accurate survey and inspection of the Premises shall reveal, then Purchaser shall notify Seller within thirty (30) days of the date of execution of this Contract, specifying such title matters to which Purchaser objects. If Purchaser fails to notify Seller within such thirty (30) day period of any objections to title, then Purchaser shall be deemed to have elected to waive any such objections and to accept title to the Premises and proceed to purchase the Premises pursuant to the terms of this Contract. If the Purchaser gives Seller notice of a title objection within said thirty (30) day period which renders title unmarketable, in accordance with the provisions of this Contract, then Seller shall have a period of thirty (30) days, or such additional reasonable period of time as is necessary to correct such defect and the date of Closing shall be extended for such reasonable period of time as is necessary for Seller to correct said defect. In the event Seller fails or refuses to correct such defect, within said period, the Purchaser may, at its option, terminate this Contract and Seller shall promptly return the Deposit.

11. Inspection. Seller agrees to permit Purchaser to enter the Premises at reasonable times to survey or inspect the Premises, or to make environmental audits and such other studies as the Purchaser may deem necessary or advisable to determine the acceptability of the Premises for use by the Purchaser. The right to enter the Premises shall be at the sole risk and expense of the Purchase, and the Purchaser agrees to hold Seller harmless from any and all personal injury, including death, loss, liability, claims, and expense whatsoever (including reasonable attorneys' fees) arising out of the acts of Purchaser, or its agents, servants, employees or designees on the Premises, except where caused by the gross negligence of the Seller, its agents, servants and employees. If the Purchaser, in its sole discretion, determines within thirty (30) days of the date of this Contract that the Premises is unacceptable for its use due to an unsatisfactory site condition, the Purchaser may terminate this Contract by giving Seller written notice thereof within five (5) days after the conclusion of such thirty (30) day period. In the event the Purchaser fails to so notify the Seller, or if it closes the acquisition of the Premises, Purchaser shall be deemed to have waived any objection hereunder.

12. Purchaser's Environmental Due Diligence. Purchaser may, at its option, conduct an environmental assessment of the Premises. The cost of such environmental assessment shall be borne solely by Purchaser. Purchaser shall complete the environmental assessment within thirty (30) days of the date of this Contract. Purchaser and Purchaser's agents and contractors shall be entitled to access to the Premises at reasonable times to undertake an assessment of the Premises. Purchaser shall promptly provide Seller with a copy of any such environmental assessment, and any other written documents associated therewith. Purchaser agrees to hold Seller harmless from any and all loss, liability, claims and expense (including reasonable attorneys' fees) arising out of the acts of Purchaser or its agents and contractors on the Premises. Purchaser further agrees to reimburse Seller for any physical damage caused by Purchaser or its agents or contractors while on the Premises. If Purchaser, in its sole discretion, determines within said thirty (30) day period that the environmental assessment of the Premises is unacceptable, then Purchaser may terminate this Contract and Seller shall return the earnest money to Purchaser.

13. As-Is, Where-Is. Purchaser acknowledges and agrees that the property described herein and the improvements located thereon are being sold and conveyed in its present condition. "AS-IS, WHERE- IS, WITH ALL FAULTS", and Purchaser hereby assumes the risk that adverse past, present, and future physical characteristics and conditions may not have been revealed or investigated. Purchaser hereby waives and releases Seller from any and all objections to or claims with respect to any and all physical characteristics and existing conditions of the Premises including, without limitation, any hazardous material, hazardous substances, contaminants, pollutants, or asbestos containing materials in, at, on, under or related to the Premises.

14. Purchaser's Waiver.

A. Purchaser acknowledges that prior to the date of closing it will have had the opportunity to inspect the Premises, observed its physical characteristics, and existing conditions, and conduct such investigation and study of the Premises as it deems necessary for acquiring the Premises for Purchaser's intended use. In the event Purchaser closes the purchase of the Premises, Purchaser agrees that:

- 1) The act of closing shall constitute a waiver and release of any and all objections to or claims with respect to any and all physical characteristics and existing conditions of the Premises, including, without limitation, any hazardous materials, hazardous substances, contaminants, pollutants, or asbestos containing materials, in, at, on, under or related to the Premises; and

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- 2) That the Premises is being sold and conveyed to, and purchased and accepted by Purchaser in its present condition, "AS-IS, WHERE IS" and with all faults, and Purchaser hereby assumes the risk that adverse past, present, and future physical characteristics and conditions may not have been revealed by its inspection or investigation.

B. To the extent allowable by law, from and after the date of Closing, Purchaser and its successors and assigns shall release, and hold harmless Seller and its successors and assigns, affiliated companies, and all of its and/or their officers, directors, employees, and agents from and against any and all claims, demands, losses, liabilities, damages, fines, penalties, costs and expenses (including without limitation, costs for site remediation, and costs for reasonable attorney fees) known or unknown, arising or alleged to arise in any manner whatsoever from any condition on or under the Premises, or the failure of the Premises to comply with applicable environmental laws and regulations, or arising or alleged to arise in any manner from any claim for personal injury or disease or death of any person occurring or accruing from and after the date of Closing, or arising or alleged to arise from any claim for damage to any property, including loss of use thereof, or which Seller may sustain or incur in connection with any litigation, investigation, or other expenditures incident to any of the foregoing, including any suit instituted to enforce this agreement, except for any claims arising or alleged to arise from any personal injury or disease or death of any person occurring or accruing from the acts or omissions of Seller prior to the date of Closing. This release and waiver shall survive the Closing of the sale/purchase of the Premises.

19. Risk of Loss. Risk of loss to the Premises from fire or other casualty or by reason of condemnation shall be borne by Seller until the Closing, provided that if the Premises are damaged or destroyed by fire or other casualty and not repaired and restored by Seller to as good a condition as it was prior to such casualty, or if a portion of the Premises are taken through condemnation proceedings or are transferred voluntarily in lieu thereof, the Purchaser, at its option, may rescind this Contract, in which event all parties hereto shall be released from all liability hereunder and any deposit paid by Purchaser to Seller shall be immediately returned to Purchaser.

20. Assignment. This Contract may not be assigned by Purchaser without the express prior written consent of Seller, which Seller is under no obligation to grant. Any assignment, or purported assignment, without the express prior written consent of Seller shall be null and void.

21. Default. In the event Purchaser refuses to consummate the purchase hereunder or otherwise breaches this Contract, except as provided under *Termination for Cause* hereof, then Seller may retain any deposit or earnest money paid to Seller without prejudice to any rights Seller may have as a result of such action by Purchaser.

22. Termination for Cause. If this Contract is terminated or canceled as provided herein, this Contract shall be null and void, and Seller shall promptly refund Purchaser's deposit or earnest money and all parties shall be relieved from any further obligation hereunder.

23. Time of the Essence. Time is expressly declared to be of the essence in this Contract, unless the parties otherwise agree in writing.

24. Entire Agreement. The parties acknowledge and agree that this Contract constitutes their entire agreement and that no oral or implied agreement exists. This Contract shall be binding upon their respective heirs, legal representatives, successors and assigns, and the covenants contained herein shall survive the Closing of this transaction.

25. Brokers' Fees or Commissions. The parties acknowledge that Seller shall not be obligated to pay for any brokers' commission, consultant or finders' fees in connection with this transaction.

26. Survival of all Representations and Warranties. The representations, warranties, covenants, and agreements of Seller and Purchaser contained in this Contract shall survive the Closing hereunder and the delivery and recordation of the Deed pursuant to this Contract.

27. Notices. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing and shall be deemed given when personally delivered or when deposited, U.S. certified or registered mail, postage prepaid, return receipt requested and addressed as follows:

To the Seller:	Ohio Power Company Real Estate Asset Management Russell C. Cowley-Agent 1 Riverside Plaza Columbus, Ohio 43215 Phone: (614) 716-6838 FAX: (614) 716-1417
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To The Purchaser:	Delaware County Commissioners Attn: Robert M. Riley, P.E. 50 Channing Street Delaware, Ohio 43015
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Phone: (740) 833-2431
FAX: (740) 833-2399

By acceptance of this contract, the Purchaser agrees, on behalf of itself and its successors and assigns, not to place any building or other structure or obstruction within the right-of-way and easement herein reserved.

Section 2. The Board approves Purchase Orders and Vouchers for the above contracts.

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

13
RESOLUTION NO. 16-473

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

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

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U16-075	Time Warner Cable	Green Meadows Dr	Place cable in ROW
U16-076	Columbia Gas	Sawmill Parkway	Tie into existing gas main
U16-077	AT&T	Sunbury Rd	Place cable in ROW
U16-078	AT&T	Smothers Rd.	Place new conduit
U16-079	Columbia Gas	Orange Rd.	Relocate gas main

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

14
RESOLUTION NO. 16-474

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY:

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

WHEREAS, the Board of Delaware County Commissioners (the "Board") deems it necessary for the public convenience and welfare to construct a highway improvement known as the South Old State Improvement Project by construction, reconstruction, installation, replacement, repair, maintenance and improvement of South Old State Road in Delaware County, Ohio (the "Improvement"); and

WHEREAS, the Board has determined that additional land is necessary for the Improvement and that the Board and property owners were unable to agree on the terms of conveyance through good faith negotiations; and

WHEREAS, the Board has determined the fair market value ("FMV") for the property to be appropriated and any resultant damages; and

WHEREAS, the Board has determined that it is necessary to take immediate possession of the property to be appropriated via the "quick take" procedure under section 163.06(B) of the Revised Code;

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

Section 1. The Board deems it necessary, and it is hereby declared to be the intention of the Board, to appropriate the following property necessary for the Improvement and determines the FMV for the same:

Property Owner(s)	Interest to be Appropriated	FMV
DDM Polaris, LLC	55-WD, T	\$41,708.00
NAE Property Holdings, Ltd.	57-WD, CH, S, SL, T	\$50,935.00

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The Retreat Condominium Association	101-WD, SL, T	\$62,275.00
Anastasiia Tiurenkova	137-WD, CH	\$51,000.00
Hazel M. Burkholder, Trustee of the Hazel M. Burkholder Trust dated September 11, 2002	149-WD, CH, S, T	\$16,940.00
LaShae D. Boone	160-WD, T	\$21,418.00
Wilshire Homeowners Association, Inc.	167-CH, S	\$3,795.00
Wilshire Homeowners Association, Inc.	172-T	\$300.00
Abbey Knoll Homeowners Association, Inc.	199-T	\$12,280.00
Mehmet G. Basaran & Kathy L. Basaran	205-CH, T	\$4,610.00

The parcel identifiers listed in the table above are taken from the approved right-of-way plans and highway construction plans for the Improvement, which are, by this reference, fully incorporated herein and are on file and available for inspection or copying at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

Section 2. The appropriations deemed necessary herein being for the purpose of making or repairing roads which shall be open to the public without charge, the Board further deems it necessary, and hereby states its intention, to immediately obtain and take possession of and enter upon the property to be appropriated upon filing the Petition and depositing the FMV with the Court, in accordance with section 163.06(B) of the Revised Code.

Section 3. The Board hereby directs the Delaware County Prosecuting Attorney to commence the appropriation proceedings on behalf of the Board.

Section 4. This Resolution shall take effect and be in force immediately upon passage.

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

15
RESOLUTION NO. 16-475

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

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

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Delaware County Board Of Developmental Disabilities has adopted a policy in accordance with the policy adopted by the Delaware County Board of Commissioners for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

WHEREAS, the cardholders are aware of and have read the policy and are aware of the disciplinary action for misuse of the card and are aware of the responsibility associated with being a card holder and;

WHEREAS, the use of the purchasing card will follow the established procurement policy adopted by the Delaware County Board Of Developmental Disabilities Delaware and;

NOW THEREFORE BE IT RESOLVED,

1. That the Delaware County Board Of Developmental Disabilities Board authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority: Delaware County Board Of Developmental Disabilities
Office/Department: Delaware County Board Of Developmental Disabilities

Daily spending per card: \$2,500.00
Monthly spending per card: \$5,000.00
Single transaction limit: \$2,500.00
Daily number of transactions per card: 10
Monthly number of transactions per card: 50

Name on Card 1: Brittany McClaskey

Department Coordinator: Wendy Mack

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

16

RESOLUTION NO. 16-476

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:

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

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Board of Commissioner
Office/Department:	Economic Development
Daily spending per card:	\$5,000
Monthly spending per card:	\$10,000
Single transaction limit:	\$3,000
Daily number of transactions per card:	10
Monthly number of transactions per card:	50

Name on Card 1: Robert Lamb

Department Coordinator: Sarah Dinovo

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

17

RESOLUTION NO. 16-477

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE MAINTENANCE DEPARTMENT:

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

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards. In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Board of Commissioner
Office/Department:	Maintenance Department
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$750
Daily number of transactions per card:	5
Monthly number of transactions per card:	50

Name on Card 1: Chad Aleshire

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Department Coordinator: Sarah Dinovo

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

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RESOLUTION NO. 16-478

IN THE MATTER OF ACCEPTING SANITARY SEWER COLUMBUS TANGER OUTLETS:

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

Whereas, the construction of new sanitary sewers at the Columbus Tanger Outlets have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider’s agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Columbus Tanger Outlets	2,700 feet of 8 inch sewer	\$429,489.35
	935 feet of 12 inch sewer	\$322,117.02
	560 feet of 15 inch sewer	\$107,372.34
	18 ea.- manholes	\$52,895.34

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

Section 3. The Board hereby accepts any Bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider’s agreement for the five-year maintenance period for the above sanitary sewer improvements.

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

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RESOLUTION NO. 16-479

IN THE MATTER OF APPROVING A RENEWAL OF THE AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE CITY OF DELAWARE FOR INDIGENT DEFENSE SERVICES FOR MUNICIPAL CODE VIOLATIONS (ASSIGNED COUNSEL SYSTEM):

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

WHEREAS, on September 12, 2011, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 11-967, approving an agreement with the City of Delaware for indigent defense services for municipal code violations (the “Agreement”); and

WHEREAS, pursuant to Section 3.1 of the Agreement, the Agreement may be renewed for additional one year terms upon proper resolution by each party agreeing to the one year extension and proper appropriation of funding for the new year;

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

Section 1. The Board hereby agrees to renew the Agreement, with proper appropriation of funding, for an additional one (1) year term, commencing on September 12, 2016 and ending September 12, 2017.

Section 2. The Board hereby directs the Clerk of the Board to cause copies of this Resolution to be delivered to the City of Delaware, 1 South Sandusky Street, Delaware, Ohio 43015, and the Ohio Public Defender, 250 East Broad Street, Suite 1400, Columbus, Ohio 43215.

Section 3. This Resolution shall be effective immediately upon adoption.

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

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FERZAN AHMED, COUNTY ADMINISTRATOR
ADMINISTRATOR REPORTS

-Attended a Columbus Government day on Friday with Bob Lamb (Economic Development Department). One of the sessions they had was a Workforce session. Very informative

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton

-There will be a Community Action organizational meeting next week
-Central Ohio Youth Center will be having their annual meeting this week

Commissioner Merrell

-Attended the farewell for Bill Lowe last Friday at the fairgrounds

Commissioner Lewis

-Attended the farewell for Bill Lowe as well. Bill rendered great services to the Fair Board. Susan Kuhn will be a great asset to the future of the fairgrounds

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RESOLUTION NO. 16-480

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; PROMOTION; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING:

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 10:08 AM.

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

RESOLUTION NO. 16-481

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn out of Executive Session at 11:57 AM.

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

There being no further business, the meeting adjourned.

1:30 PM WORK SESSION

Chief Mike Schuling, Delaware County Emergency Medical Services

Gary Merrell

Barb Lewis

Jeff Benton