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

9:45 AM

Public Hearing, Under Chapter 349 Of The Ohio Revised Code, For Applications To Add Certain Parcels Of Real Property To The Concord/Scioto Community Authority District And To Amend The Petition For Establishment Of The Concord/Scioto Community Authority As A New Community Authority



RESOLUTION NO. 16-964

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 26, 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 September 26, 2016; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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



PUBLIC COMMENT



ELECTED OFFICIAL COMMENT



RESOLUTION NO. 16-965

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0928, *MEMO* TRANSFERS IN BATCH NUMBERS MTAPR0928:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0928, memo transfers in batch numbers MTAPR0928 and Purchase Orders as listed below:

PR Number	Vendor Name	Line I	Description		Line Account	Amount
R1604959	TRI COUNTY TOWER	TOW	ER INSPECTIONS		21411306 -	\$14,950.00
	SERVICE INC				5328	
R1604962	FORKLIFT TRAINING	FOR:	KLIFT AND AERIA	L LIFT	66211901 -	\$ 5,680.00
	SYSTEMS	TRAI	NING OSHA REQU	JIRED	5305	
R1604988	BUCKEYE POWER SALES	2016 -	2017 GENERATO	R	21411306 -	\$ 7,330.00
	CO INC	MAIN	TENANCE \$7,330.	00	5325	
R1604997	HARRIS INDUSTRIAL	REPA	IR AIR HEADER A	ND	66211904 -	\$39,252.60
	SERVICES LLC	CLAR	IFIER CONTROLS		5328	
Vote on Motion	Mrs. Lewis	Aye	Mr. Merrell	Aye	Mr. Benton	Aye



RESOLUTION NO. 16-966

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Department is requesting that Mindy Owens and Dana Bushong attend a State Employee Relation Board Academy Training in Dublin, Ohio December 7-8, 2016; at the cost of \$400.00 (fund

number 10011108).

The Facilities Department is requesting that Scott Amrine, Kevin Miller and Matt Mullins attend a Door Closure Training in Columbus, Ohio on October 25, 2016 at no cost.

The Emergency Medical Services Department is requesting that Lt. Jen Ransom attend a Buckeye Fire & EMS Conference in Columbus, Ohio from October 27-28, 2016 at the cost of \$75.00 (fund number 10011303).

The Emergency Medical Services Department is requesting that Lt. Zach Wolfe and Lt. Dan Jividen attend a B-Con, Train the Trainer class in Dublin, Ohio on October 5, 2016 at no cost.

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



RESOLUTION NO. 16-967

IN THE MATTER OF ACCEPTING SANITARY SEWER EASEMENTS FROM DOUGLAS ROBERT BUTTS:

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

WHEREAS, Sanitary Easements are required for the extension of public sewer on a 1.761 acre tract of land owned by Douglas Robert Butts in conjunction with Clark-Shaw Project 1 and 2;

WHEREAS, Douglas Robert Butts is granting permanent sanitary easements for sanitary sewer purposes as shown on the attached Exhibit;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accept the aforementioned sanitary sewer easements granted by Douglas Robert Butts.

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

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



RESOLUTION NO. 16-968

IN THE MATTER OF ACCEPTING A SANITARY SEWER EASEMENT FROM JEFFREY J. HUMPHREY AND JACKIE A. HUMPHREY:

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

WHEREAS, Sanitary Easements are required for the extension of public sewer on a 12.02 acre tract of land owned by Jeffrey J. Humphrey and Jackie A. Humphrey in conjunction with Clark-Shaw Project 1 and 2;

WHEREAS, Jeffrey J. Humphrey and Jackie A. Humphrey are granting a permanent sanitary easement for sanitary sewer purposes as shown on the attached Exhibit;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accept the aforementioned sanitary sewer easement granted by Jeffrey J. Humphrey and Jackie A. Humphrey.

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

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



RESOLUTION NO. 16-969

IN THE MATTER OF ACCEPTING A SANITARY SEWER EASEMENT FROM JAMES A. RAMBO:

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

WHEREAS, Sanitary Easements are required for the extension of public sewer on a 0.452 acre tract of land owned by James A. Rambo in conjunction with Clark-Shaw Project 1 and 2;

WHEREAS, James A. Rambo is granting a permanent sanitary easement for sanitary sewer purposes as shown on the attached Exhibit:

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby accept the aforementioned sanitary sewer easement granted by James A. Rambo.

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

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

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RESOLUTION NO. 16-970

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR THE COURTYARDS AT HIDDEN RAVINES, SECTION 2 AND THE RAVINES AT MCCAMMON CHASE:

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

Whereas, the construction of new sanitary sewers at The Courtyards At Hidden Ravines, Section 2 And The Ravines At McCammon Chase 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:

The Courtyards At Hidden Ravines, Section 2	1333' of 8- inch sewer	\$74,455.00
	10- manholes	\$15,500,00

10- mannoles \$15,500.00

The Ravines At McCammon Chase600' of 8-inch sewer
4- manholes
\$111,825.00

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



RESOLUTION NO. 16-971

IN THE MATTER OF APPOINTING A JOB AND FAMILY SERVICES COMMUNITY PLANNING COMMITTEE:

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

WHEREAS, the Ohio Revised Code requires a Job and Family Services Community Planning Committee whose membership is a broad representation of the groups of individuals and public and private entities that have an interest in social services and workforce development services provided in the county; and

WHEREAS, the Community Planning Committee may consult with the commissioners and make recommendations regarding social services and workforce development services provided in the county with regard to state and local funds, establishment of goals to be achieved, evaluation of the outcomes of programs, and any other matter the commissioners consider relevant to the provisions of social services and workforce development programs;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following members to the Delaware County Job and Family Services Community Planning Committee for the terms specified herein:

Appointee	Term Ends
Steve Hedge	October 4, 2017
Kathy Laughlin	October 4, 2017
Barb Lyon	October 4, 2017
Robert Singer	October 4, 2017
Stephen Hrytzik	October 4, 2018
Heidi Kegley	October 4, 2018
Andrew Miller	October 4, 2018
Robert Penrod	October 4, 2018
Amy Hill	October 4, 2019
Kris Hodge	October 4, 2019

Section 2. The Board of Commissioners hereby approves the re-appointment of the following members to the Delaware County Job and Family Services Community Planning Committee for the terms specified herein:

Re-Appointee	Term Ends
David Hejmanowksi	October 4, 2019
Holly Quaine	October 4, 2019
Greg York	October 4, 2019

Section 3. The appointments and reappointments approved herein shall take effect on October 5, 2016.

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

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RESOLUTION NO. 16-972

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

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

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

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

WHEREAS, Ed Helvey, whose term expires on October 24, 2016, has applied for re-appointment for a term expiring on October 24, 2019;

WHEREAS, Troy Sabo has applied for a term commencing October 25, 2016 and expiring on October 24, 2019;

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

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

Position	Appointee	Term Ends
DATA 4	Ed Helvey	October 24, 2019
DATA 3	Troy Sabo	October 24, 2019

Section 2. The appointments approved herein shall take effect on October 25, 2016.

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

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RESOLUTION NO. 16-973

IN THE MATTER OF APPROVING A CONTRACT AND 2 ADDENDUMS BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND STUDIO GRAPHIQUE, INC., FOR A BRANDING PROJECT FOR THE DELAWARE COUNTY GOVERNMENT ORGANIZATION:

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

Whereas, the Communications Manager ("Project Manager") recommends approval of a contract and 2 addendums between the Delaware County Board of Commissioners and Studio Graphique, Inc., for a branding project for the Delaware County government organization;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve a contract and 2 addendums between the Delaware County Board of Commissioners and Studio Graphique, Inc., for a branding project for the Delaware County government organization;

SERVICES AGREEMENT Delaware County Brand Development

This Agreement is made and entered into this 29TH day of September, 2016, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Studio Graphique, Inc., 13110 Shaker Square, Suite 101, Cleveland, Ohio 44120 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide "Services" in connection with the following "Project": Delaware County Brand Development
- Services shall be rendered by the Contractor in accordance with the following documents attached hereto and, by this reference, fully incorporated into this Agreement:
 Terms of Engagement (dated September 26, 2016) and Quote (dated September 26, 2016)

2 SUPERVISION OF WORK

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Communications Manager ("Project Manager") as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review and order changes, commencement, and suspension of the Services performed under this Agreement, provided however authority to approve increases in compensation and termination of Services shall be reserved to the Delaware County Administrator.

3 AGREEMENT AND MODIFICATIONS

3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Quote noted in Section 1.2.
- 4.2 Total compensation under this Agreement shall not exceed Forty-Five Thousand One Hundred Fifty Dollars (\$45,150) without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Quote.

5 NOTICES

5.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County: Delaware County

Name: Board of Commissioners

Address: 101 N. Sandusky St., Delaware, Ohio 43015

Telephone: 740-833-2100

Email: jhawes@co.delaware.oh.us

<u>Contractor:</u> Studio Graphique, Inc.

Name of Principal in Charge: Cathy Fromet

Address of Firm: 13110 Shaker Square, Suite 101

City, State, Zip: Cleveland, Ohio, 44120

Telephone: 216-921-0750

Email: cathy@studiographique.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Project Manager and shall be in accordance with the Contractor's Quote.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Work upon written Notice to Proceed ("Authorization") of the Project Manager and shall complete the work in accordance with the Quote.
- 7.2 Contractor shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Project Manager may grant such an extension provided that Contractor is then in compliance with all other terms of the Agreement.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

9.1 In the event that significant changes to the Scope of Services are required during performance of 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.

10 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT

- The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the project as contemplated at the time of executing this Agreement.
- The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

11 INDEMNIFICATION

11.1 To the fullest extent of the law and without limitation, the Contractor agrees to and shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all actions, claims, suits, demands, judgments, damages, losses, costs, fines, penalties, fees, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services,

including the use or possession of the same by the County both during and after the performance of the Agreement and/or providing the Services.

12 INSURANCE

- 12.1 <u>General Liability Coverage</u>: Contractor 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.
- 12.2 <u>Automobile Liability Coverage</u>: Contractor shall maintain automobile liability insurance of \$300,000 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.
- 12.3 <u>Workers' Compensation Coverage</u>: Contractor 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.
- 12.4 <u>Additional Insureds</u>: Delaware 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 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 12.5 <u>Proof of Insurance</u>: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

13 MISCELLANEOUS TERMS AND CONDITIONS

- 13.1 <u>Prohibited Interests</u>: Contractor 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. Contractor 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 Agreement, without the prior express written consent of County.
- 13.2 <u>Independent Contractor</u>: 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. Contractor 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 <u>Governing Law</u>: 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.
- 13.4 <u>Headings</u>: 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.
- 13.5 <u>Waivers</u>: 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.
- 13.6 <u>Severability</u>: 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.

- 13.7 <u>Findings for Recovery</u>: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 13.8 <u>Authority to Sign</u>: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 13.9 <u>County Policies</u>: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at http://www.co.delaware.oh.us/index.php/policies. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 13.10 <u>Drug-Free Workplace</u>: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 13.11 Non-Discrimination/Equal Opportunity: Contractor 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.

Contractor 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.

Contractor 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.

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

13.12 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 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.

(Copies of Addendums Available In the Commissioners' Office until No Longer Of Administrative Value)

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

Other business:

RESOLUTION NO. 16-974

IN THE MATTER OF APPROVING ADVANCE OF FUNDS FOR JUVENILE COURT:

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

Advance of Funds

From To

10011102-8500 27526315-8400 92.00

Commissioners General/Advances Out State Victim Asst Grant/Advances In

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

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RESOLUTION NO. 16-975

IN THE MATTER OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, APPROVING A RESOLUTION SUPPORTING THE CITY OF DELAWARE'S US36/OH37 "POINT" TRANSPORTATION INFRASTRUCTURE IMPROVEMENT PROJECT:

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

Dear Transportation Funding Committee,

Please regard this letter from the Delaware County Board of Commissioners as an expression of firm support for the City of Delaware's US36/OH37 "Point" transportation infrastructure improvement project.

The Point is a well-known traffic bottleneck in our community that often causes considerable delays in moving vehicles east and west. According to data from the Ohio Department of Transportation, in 2008 the daily number of vehicles moving through that juncture was 19,860. In 2012, the last year for which we have data, that number had increased 24 percent to 24,620 vehicles per day. When 2016 numbers become available, we are confident that another significant increase will be noted.

The US36/OH37 corridor is poised for expansive commercial and residential development in the future, thanks to existing zoning in the townships outside the City of Delaware that border this route. In order to attract the right kind of development, job opportunities and growth to this area, we must ensure that our roads can handle the traffic increases that will continue to come. The Point project is a critical component in preparing the County for this future growth and in attracting the right kind of growth.

We encourage your committee to approve the funding for this necessary public improvement because we firmly believe it is a project that will yield long-term benefits not just for the people of Delaware City, but for all who live, work and play in Delaware County.

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

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RESOLUTION NO. 16-976

IN THE MATTER OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, APPROVING A RESOLUTION SUPPORTING IMPROVEMENTS OF THE INTERSTATE 71 AND U.S. ROUTE 36/STATE ROUTE 37 INTERCHANGE IN DELAWARE COUNTY:

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

Mr. Jerry Wray Director, Ohio Department of Transportation 1980 W. Broad St. Columbus, OH 43223

RE: DEL-71-7.91 (PID 90200) 1-71 and US 36/SR 37 Interchange

Please regard this letter from the Delaware County Board of Commissioners as an expression of firm support for the improvement of the Interstate 71 and U.S. Route 36/State Route 37 interchange in Delaware County, which is in line with ODOT's preferred alternative for the corridor.

Development and continued growth in the area that surrounds the existing interchange are some of the most pressing concerns facing the County today, and managing these issues has been a top priority for this Board for many years.

It is essential to Delaware County that this corridor and interchange continue to be developed and maintained such that the needs of our residents, business owners and visitors are met. The planned interchange improvements, which include ramps at the proposed Sunbury Parkway, would be critical to the safe and efficient operation of our transportation system and would enable the County to continue developing economically in a prudent and thoughtful manner. We believe these improvements would also address current safety and congestion issues that exist already at the current interchange.

We encourage you to approve the funding for this necessary public improvement because we firmly believe it is a project that will yield long-term benefits not just for those who live and work in the vicinity of this interchange,

but for the County as a whole.

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

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RESOLUTION NO. 16-977

IN THE MATTER OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, APPROVING A RESOLUTION SUPPORTING THE VILLAGE OF SHAWNEE HILL'S APPLICATION FOR GRANT MONEY THAT WOULD ENABLE THE VILLAGE TO COMPLETE A PLANNED BIKE PATH:

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

Clean Ohio Grant Fund Committee

Please regard this letter from the Delaware County Board of Commissioners as an expression of firm support for the Village of Shawnee Hill's application for grant money that would enable the Village to complete a planned bike path.

This path would provide a critical link in a growing trail system in Delaware County. The County has recently undertaken a project that will develop a comprehensive trail system, and Shawnee Hills' project would enable us to link existing bike paths between the City of Dublin, Liberty Township and Delaware County.

The proposed path also would address a significant safety concern for pedestrians and cyclists at a well-trafficked intersection in the Village, which currently does not have sidewalks in all directions.

We encourage your committee to approve the funding for this necessary public improvement because we firmly believe it is a project that will yield long-term benefits not just for the people of Shawnee Hills, but for many of Delaware County's residents and visitors.

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

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ADMINISTRATOR REPORTS

Dawn Huston, Assistant County Administrator/Director of Administrative Services -No reports

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- -Attended the Delaware Area Career Center groundbreaking yesterday at the South Campus. Despite the rain, it was a very nice turnout.
- -Will be attending the MORPC Policy Committee meeting this afternoon

Commissioner Benton

- -Also attended the groundbreaking ceremony yesterday. The career center will have around 230,000 square feet of space after the addition. The Center will be adding a Cyber Security class. They will also focus on Workforce Development.
- -There will be a Delaware Partnership meeting tomorrow morning. The Engineer and Sanitary Engineer will be giving a presentation at the meeting.
- -Will be attending an award ceremony for Olentangy Local School this afternoon given by the Ohio Lottery for The School of the Year Award.

Commissioner Lewis

- -Thank you to the Human Resources department for organizing the ethics training. Susan Wilke was the presenter.
- -Attended the Community Action meeting in Marysville yesterday. They are also going thru a rebranding of their organization.

14

RESOLUTION NO. 16-978

9:45AM PUBLIC HEARING FOR THE APPLICATIONS TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE:

It was moved by Mr. Merrell, seconded by Mr. Benton to open the hearing at 9:47 AM.

PAGE 687

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY MINUTES FROM REGULAR MEETING HELD SEPTEMBER 29, 2016

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

14 continued

RESOLUTION NO. 16-979

CLOSING THE PUBLIC HEARING FOR THE APPLICATIONS TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE:

It was moved by Mr. Merrell, seconded by Mr. Benton to close the hearing at 9:47 AM.

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

1 of 4 Clark Shaw M/I

14 continued

RESOLUTION NO. 16-980

RESOLUTION APPROVING THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE (CLARK SHAW M/I HOMES):

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, Concord/Scioto Development, LLC, as developer of the Concord/Scioto Community Authority (the "Authority"), filed an application (the "Application") on August 18, 2016 with the Board of County Commissioners of Delaware County, Ohio (the "Board") to add certain parcels of real property controlled by Concord/Scioto Development, LLC to the territory comprising the Authority (the "District") and to amend the petition (the "Petition") as originally filed with the Board for the establishment of the Authority; and

WHEREAS, the Application was accepted by this Board by adoption of Resolution No. 16-829 on August 25, 2016; and

WHEREAS, this Board is the "organizational board of commissioners," as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the Authority; and

WHEREAS, on September 29, 2016 and pursuant to Section 349.03(A) of the Revised Code, the Board held a public hearing on the Application after public notice was duly published in accordance with Section 349.03 of the Ohio Revised Code;

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

- 1. The Board finds and determines that the addition of property to the District will be conducive to the public health, safety, convenience and welfare, and is intended to result in the continued development of a new community as defined in Section 349.01(A) of the Ohio Revised Code.
- The Application is hereby accepted and shall be recorded, along with this Resolution, in the journal of the Board of County Commissioners of Delaware County, Ohio, as the organizational board of commissioners.
- 3. The boundary of the District shall be amended to include the territory set forth in Exhibit A attached to this Resolution.
- 4. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

5. This Resolution shall be in full force and effect immediately upon its adoption.

(Copy of Application available in the Commissioners' Office until no longer of administrative value)

EXHIBIT A Legal Description 57.078 Acres

Situated In the State of Ohio County of Delaware, Concord Township, and being in Section 3 Township 4, Range 19, Farm Lots 31 and 34 In the United States Military District, and also being in a 120.587 acre tract as conveyed to Homewood Corporation In Official Record 722, Page 1457 and being more particularly described as follows:

Beginning at a large pknail found at the northwest corner of Farm Lot 31, the northeast corner of Farm Lot 32, the southeast corner of Farm Lot 25, and the southwest corner of Farm Lot corner 26, also being the northwest corner of said 120.587 acre tract, the northeast corner of a 6.349 acre tract as conveyed to Sherry White in Official Record 1017, Page 1401 and being in the centerline of Clark-Shaw Road (T.R. 139, 60' R/W) and being the **TRUE POINT OF BEGINNING** for the property herein described as follows;

Thence with the north line of Farm Lot 31, the south line of Farm Lot 26, the north line of said 120.587 acre tract, and the centerline of Clark-Shaw Road T.R. 139, S **86**° **35' 01" E, 59.97 feet** to a magnail set at an angle point in the north Line of said 120.587 acre tract and being the northwest corner of a 1.642 acre tract as conveyed to Walter D. Flowers and Carol A. Flowers in Official Record 149, Page 234;

Thence leaving said Farm Lot line with the north line of said 120.87 acre tract and the west line of said 1.642 acre tract, **S03**° 17 **03"W**, passing a 5/8" rebar found, capped "TBL" at 29.93 feet, **a total distance of 347.10 feet** to a 5/8" rebar found, capped "TBL' at the southwest corner of said 1.642 acre tract and being an angle point in the north line or said 120.587 acre tract;

Thence with the north line of said 120.587 acre tract, the south line of said 1.642 acre tract, and the south line of a 1.654 acre tract as conveyed to Andrew G. Hendrus and Sandra L. Hendrus in Official Record 233, Page 1439 **5 86**° **35' 01"** E, **412.08 feet** to a 5/8" rebar found, capped "TBL" at the southeast corner of said 1.654 acre tract and being an angle point in the north line of said 120.587 acre tract

Thence with the east line of said 1.654 acre tract and the north line of said 120.587 acre tract, N 30° 17' 03" E, passing a 5/8" rebar found, capped "TBL" at 317.25 feel, a total distance of 347.10 feet to a magnail set at the northeast corner of said 1.654 acre tract, an angle point in the north line of said 120.587 acre tract, and being in the north line of Farm Lot 31, the south line of farm Lot 26, and also being in the centerline of Clark-Shaw Road (T.R. 139);

Thence with the north line of Farm Lot 31, the south line of Farm Lot 26, the north line of said 120.567 acre tract, and the centerline of Clark-Straw Road (T.R. 139), **S** 86° 35' 01" **E**, 364.55 feet to a magnail found at the northwest corner of a 5.027 acre tract as conveyed to Triangle Properties, Inc. in Official Record 1330, Page 191 and being an angle point in the north line of said 120.587 acre tract;

Thence leaving said Farm Lot line with the westerly line of said 5.027 acre tract and the north line of said 120.587 acre tract, **S** 03° 26' 20" W, passing a 5/8 rebar found, capped "TBL" at 29.93 feet, a 5/8'" rebar at 729.92 feet, a total distance of 955.64 feet to an iron pin set;

Thence the following eighteen (18) courses across said 120.587 acre tract;

- 1. **S** 30° 41' 08" E, 51.59 feet to an iron pin set;
- 2. **N 59° 18' 52" E, 293.35** feet to an iron pin set;
- 3. with a curve to the right having a radius of 415.00 feet, a central angle of 28° 40' 22", an arc length of 207.68 feet, a chord bearing and distance of N 73° 39' 03" E, 205.52 feet to an iron pin set;
- 4. **S** 03° 33'49" W, 135.96 feet to an iron pin set;
- 5. with a curve to the left having a radius of **280.00 feet**, a central angle of **15° 35' 39"**, an arc length of **76.21 feet**, a chord bearing and distance of **S 77**⁰ **29' 09" W**, **75.97 feet** to an iron pin set;
- 6. **S** 20⁰18'40" **E**, 195.00 feet to an Iron pin set;
- 7. with a curve to the left having a radius of **85.00 feet**, a central angle of **10⁰ 22' 28"**, an arc length **of 15.39 feet**, a chord bearing and distance of **S 64⁰ 30' 06" W**, **15.37 feet** to an iron pin set;
- 8. **S** 59⁰ 18' 52" **W.** 128.99 feet to an iron pin set;
- 9. **S** 30⁰ 41' 08" **E**, 0.30 feet to an iron pin set;
- with a curve to the left having a radius of **280.00 feet**, a central angle or **08⁰34'37''**, an arc length of **41.92 feet**, a chord bearing and distance of **S 34⁰ 58' 27'' E, 41.88 feet** to an iron pin set,
- 11. **S 50⁰ 44' 15"** W, **150.00 feet** to an iron pin set;
- with a curve to the left having a radius of **430.00 feet**, a central angle of 47⁰ **10' 26''**, an arc length of **354.04 feet**, a chord bearing and distance of **S 62**⁰ **50'58'' E**, **344.12 feet** to an iron pin set;

- 13. **08⁰ 03' 19" E**, **93.22 feet** to an iron pin set;
- with a curve to the left having a radius of **1040.00 feet**, a central angle of **52⁰ 59' 26''** an arc length of **961.85** feet, a chord bearing and distance of **S 44⁰ 58' 58'' W 927.94 feet** to an iron pin set;
- 15. **S 18⁰ 29' 15"W, 58.23 feet** to an iron pin set;
- 16. **S 71⁰ 30'45" E, 40.00 feet** to an iron pin set;
- 17. **S 18° 29' 15" W, 377.11 feet** to an iron pin set at the south line of said120.587 acre tract, the north line of 8.64 acre tract as conveyed to Roger C. Stahl and Catherine H. Stahl in Official Record 6, Page 1063, the south line of Farm Lot 34, and the north line of Farm Lot 39;

Thence with the south line of Farm Lot 34, the north line of Farm Lot 39, the south line of said 120.587 acre tract, the north line of said 8.64 acre tract, the north line of a 5.00 acre tract as conveyed to Timothy S. Boysel and Patricia Boysel in Official Record 1257, Page 1549, the north line of a 5.979 acre tract as conveyed to James Michael Jackson and Susan Massaro Jackson in Official Record 1280, Page 1123, Tract Two, Parcel I, N 86° 34' 25" W, 743.32 feet to a 3/4" pipe found at the northwest corner of Farm Lot 39, the northeast corner of Farm Lot 40, the southeast corner of Farm Lot 33, the southwest corner of Farm Lot 34, the northwest corner of said 5.979 acre tract and also being in the easterly line of a Lot 5469 of the Re-Subdivision of Dakhteh Two Subdivision as recorded in Plat Cabinet 2, Slides 302 and 302A as conveyed to Todd R. Haught and Natalie R. Haught in Official Record 1261, Page 2444;

Thence with the east line of Farm Lot 33, the west line of Farm Lot 31, the east line of said Lot 5469, the east line of Lot 5468 of the Re-Subdivision of Dakhteh Two Subdivision as recorded in Plat Cabinet 2, Slides 302 and 302A as conveyed to Anil Bakhashi and Pooam Bakhashi in Official Record 460, Page 1918, the easterly line of a 80.669 acre tract as conveyed to Triken Inc. in Official Record 1037, Page 1145 the easterly line of said 6.349 acre tract, N 03° 22' 08", 2669.07 feet to the TRUE POINT OF BEGINNING, containing 57.078 acres, more or less.

The above description was prepared by Advanced Civil Design, Inc. and is based on existing records and an actual field survey by Advanced Civil Design in June of 2014. A drawing of the above description has been prepared and is a part hereof.

Iron pins set are 3/4" diameter iron pipe, 30" long and capped Advanced 7661.

Bearings are based on the Ohio State Plane Coordinated System, North Zone, NAD83 (COR595). Said bearings were derived from GPS observation that determine a portion of the centerline of Clark-Shaw Road (T.R. 139) between a found large Pknai and a found Magnail, having bearing S 86° 35'01"E):

All References used in this description can be found at the Recorder's office, Delaware County, Ohio Advanced civil Design, Inc. Jonathan E. Phelps

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

14 continued 2 of 4 Clark Shaw Rockford RESOLUTION NO. 16-981

RESOLUTION APPROVING THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE (CLARK SHAW ROCKFORD HOMES):

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, Concord/Scioto Development, LLC, as developer of the Concord/Scioto Community Authority (the "Authority"), filed an application (the "Application") on August 18, 2016, 2016 with the Board of County Commissioners of Delaware County, Ohio (the "Board") to add certain parcels of real property controlled by Concord/Scioto Development, LLC to the territory comprising the Authority (the "District") and to amend the petition (the "Petition") as originally filed with the Board for the establishment of the Authority; and

WHEREAS, the Application was accepted by this Board by adoption of Resolution No. 16-829 on August 25, 2016; and

WHEREAS, this Board is the "organizational board of commissioners," as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the Authority; and

WHEREAS, on September 29, 2016, 2016 and pursuant to Section 349.03(A) of the Revised Code, the Board held a public hearing on the Application after public notice was duly published in accordance with Section 349.03 of the Ohio Revised Code;

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

- 1. The Board finds and determines that the addition of property to the District will be conducive to the public health, safety, convenience and welfare, and is intended to result in the continued development of a new community as defined in Section 349.01(A) of the Ohio Revised Code.
- 2. The Application is hereby accepted and shall be recorded, along with this Resolution, in the journal of the Board of County Commissioners of Delaware County, Ohio, as the organizational board of commissioners.
- 3. The boundary of the District shall be amended to include the territory set forth in Exhibit A attached to this Resolution.
- 4. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.
- 5. This Resolution shall be in full force and effect immediately upon its adoption.

(Copy of Application available in the Commissioners' Office until no longer of administrative value)

EXHIBIT A Legal Description 54.649 Acres

Situated In the State of Ohio, County of Delaware, Concord Township, and being in Section 3, Township 4, Range 19, Farm Lots 31 and 34 in the United States Military District, and also being in a 120.587 acre tract as conveyed to Homewood Corporation In Official Record 722, Page 1457 and being more particularly described as follows;

Beginning at a large pknail found at the northwest corner of Farm Lot 31, the northeast corner of Farm Lot 32, the southeast comer of Farm Lot 25, and the southwest corner of Farm Lot 26, also being the northwest corner of said 120.587 acre tract, the northeast corner of a 6.349 acre tract as conveyed to Sherry White in Official Record 1017, Page 1407 and being in the centerline of Clark-Shaw Road (T.R. 139, 60'R/W);

Thence with the north line of Farm Lot 31, the south line of Farm Lot 26, the north line of side 120.587 acre tract, the north line of a 1.642 acre tract as conveyed to Walter D. Flowers and Carol A. Flowers in Official Record 149, Page 234, the north line of a 1.654 acre tract as conveyed to Andrew G. Hendrus and Sandra L. Hendrus in Official Record 233, Page 1439, the north line of a 5.027 acre tract as conveyed to Triangle Properties, Inc. in Official Record 1330, Page 191, and the centerline of Clark-Shaw Road (T.R. 139), S 86° 35' 01" E, 1136.60 feet to the northeast corner of said 5.027 acre tract and an angle point in the north line of said 120.587 acre tract, and being the TRUE POINT OF BEGINNING the property herein described as follows

Thence continuing with the north line of Farm Lot 31, the south line of Farm Lot 26, the north line of said 120.587 acre tract, and the centerline of Clark-Straw Road (T.R. 139), S86° 35'01" E, 826.89 feet to a magnail set in the west line of Liberty Township and the east line of Concord Township;

Thence with the west line of Liberty Township, the east line of Concord Township across said 120.587 acre tract, S 03° 33'49" W, 2669.42 feet to an iron pin set in the south line of Farm Lot 34, the north line of Farm Lot 39, the south line of said 120.587 acre tract and the northwest corner of a 51.75 acre tract as conveyed to Roy K. Jackson, Trustee of the Roy K. Jackson Living Trust Dated November 11, 1999 and Judith M. Jackson, Trustee of the Judith M. Jackson Living Trust Dated November 11, 1999 in Official Record 13, Page 105, the northeast corner of a 30.0 acre tract as conveyed to Roy K. Jackson, Trustee of the Roy K. Jackson Living Trust Dated November 11, 1999 and Judith M. Jackson, Trustee of the Judith M. Jackson Living Trust Dated November 11, 1999 in Official Record 13, Page 1086;

Thence with the south line of Farm Lot 34, the north line of Farm Lot 39, the south line of said 120.587 acre tract, the north line of said 30.0 acre tract, the north line of a 6.00 acre tract as conveyed to Richard James Girton Family Revocable Trust, Richard J. Girton, Trustee in Official Record 1239, Page 1995, the north line of a 8.64 acre tract as conveyed to Roger C. Stahl and Catherine H. Stahl In Official Record 6, Page 1063, N 86° 34' 25" W, 1211.09 feet to an iron pin set In the north line of said 8.64 acre tract and the south line of said 120.537 acre tract;

Thence the following twenty-one (21) courses across said 120.537 acre tract;

- 1. N 18° 29' 15" E, 377. 11 feet;
- 2. N 71° 30' 45" W, 40.00 feet;
- 3. N 18° 29' 15" E, 58.23 feet;
- 4. with a curve to the right having a radius of 1040.00 feet, a central angle of $52^{\circ}59^{\circ}$ 26", an arc length of 961.85 feet, a chord bearing and distance of N 44° 58' E, 927.94 feet;

5. N 08° 03' 19" W, 93.22 feet

6. With a curve to the right having a radius of 430.00 feet, a central angle of 47° 10' 26', an arc length of 354.04 feet, a chord bearing and distance of N 62° , 50' 58'' W, 344.12 feet;

7. N 50° 44' 15" E, 150.00 feet;

8. with a curve to the right having a radius or 280.00 feet, a central angle of 8° 34' 37", an arc length of 41.92 feet, a chord bearing and distance of N 34° 58' 27" W, 41.88 feet;

9. N 30° 41' 08" W, 0.30 feet;

10. N 59° 18' 52" E, 128.99 feet;

11. with a curve to the right having a radius of **85.00 feet**, a central angle of **10° 22' 28"**, an arc length of **15.39 feet**, a chord bearing and distance of **N 64°30'06"** E, **15.37 feet**;

12. N 20° 18'40"W, 195.00 feet;

13. with a curve to the right having a radius of **280.00 feet**, a central angle of **15° 35' 39"**, an arc length of **76.21** feet, a chord bearing and distance of **N 77° 29'09'** E, **75.97 feet**;

14. N 03° 33' 49" E, 135.96 feet;

15. with a curve to the left having a radius of **415.00 feet**, **a** central angle of **28° 40' 22"**, an arc length of **207.68 feet**, a chord bearing and distance of **S 73° 39' 03"** W **205.52 feet**;

16. S 59° 18' 52" W, 293.35 feet;

17. N 30° 41' 08" W, 51.69 feet;

18.**N** 03°26'20" E, 225.55 feet to the south west corner of said 5.027 acre tract and an angle point in the north line of said 120.587 acre tract, reference a 5/8' rebar found, north 0.14 feet, east 0.28 feet;

Thence with the south line of said 5.027 acre tract and the north line of said 120.587 acre tract, S 86° 35'01"E, 300.00 feet to a 5/8" rebar found at the southeast corner of said 5.027 acre tract and being an angle point in the north line of said 120.587 acre tract;

Thence with the east line of said 5.027 acre tract and the north line of said 120.587 acre tract, N 03° 26' 20" E, passing a 5/8" rebar found, capped TBL at 700.21 feet, a total distance of 730.10 feet to the TRUE POINT OF BEGINNING, containing 54.649 acres, more or less.

The above description was prepared by Advanced Civil Design, Inc. and is based on existing records and on actual field survey by Advanced Civil Design in June of 2014. A drawing of the above description has been prepared and is a part hereof.

Iron pins set are 3/4" diameter iron pipe, 30" long and capped Advanced 7661.

Bearings are based on the Ohio State Plane Coordinated System, North Zone NAD83 (COR596). Said bearings were derived from GPS observation that determine a portion of the centerline of Clark-Shaw road (T.R. 139) between a found large pknail and a round magnail, having a bearing of S 86 ° 35'01" E;

All references used in this description can be found at the Recorders Office, Delaware County, Ohio. Advanced Civil Design, Inc. Jonathan E. Phelps

Legal Description 5.028 Acres

Situated in the State of Ohio, County of Delaware, Concord Township, and being in Section 3 Township 4, Range 19, Farm Lot 31 in the United States Military District1 and also being all of the 5.027 acre tract as conveyed to Triangle Properties, Inc. in Official Record 1330, Page 191 and being more particularly described as follows;

Commencing at a large pknail found at the northwest corner of Farm Lot 31, the northeast corner of Farm Lt 32 the southeast corner of Farm Lot 25, and the southwest corner of Farm Lot carrier 26, and being the northeast corner of a 6.349 acre tract as conveyed to Sherry White in Official Record 1017, Page 1407, the northwest corner of a 120.587 acre tract as conveyed to Homewood Corporation in Official Record 722, Page 1457, and also being in the centerline of Clark-Show Road (T.R. 139, 60' R/W)

Thence with the north line of Farm Lot 31, the south line of Farm Lot 25, the north line of said 120.587 acre tract, the north line of a 1.612 acre tract as conveyed to Walter D. Flowers and Carol A. Flowers in Official Record 149, Page 234, the north line of 1.654 acre tract as conveyed to Andrew G. Hendrus and Sandra L. Hendrus in Official

Record 233, Page 1439, and the centerline of Clark-Shaw Road (TR. 139), S 86 ° 35' 01" E, 836.50 feet to a magnail set at the northwest corner of said 5.027 acre tract and an angle point in the north line of said 120.587 acre tract, and also being the TRUE POINT OF BEGINNING, for the property herein described as follows;

Thence continuing with the north line of Farm Lot 31, the south line of Farm Lot 26, the north line of said 5.027 acre tract, and the centerline of Clark-Shaw Road (T.R. 139), S 86 $^{\circ}$ 35' 01" E, 300.00 feet to a magnail set at the northeast corner of said 5.027 acre tract and an angle point in the north line of said 120.587 acre tract;

Thence with the east line of said 5.027 acre tract and the north line of said 120.587 acre tract, S 03° 26' 20" W, passing over a 5/8" rebar found at 29.89 feet, a total distance of 730.10 feet to a 5/8" rebar found at the southeast corner of said 5.027 acre tract and an angle point in the north line of said 120.587 acre tract;

Thence with the south line of said 5.027 acre tract and the north line of said 120.587 acre tract, N 86°35' 01" W 300.00 feet to the southwest corner of said 5.027 acre tract an angle point in the north line of said 120.587 acre tract, reference a 5/8" rebar found, north 0.14 feet, east 0.28 feet;

Thence with the west line of said 5.027 acre tract and the north line of said 120.587 acre tract, N 03° 26' 20" E, passing over a 5/8" rebar capped TBL" at 700.19 feet, a total distance if 730.10 feet to the TRUE POINT OF BEGINNING, containing 5.028 acres, more or less,

The above description was prepared by Advanced Civil Design, Inc. and is based on existing records and an actual field survey by Advanced Civil Design in June of 2014. A drawing of the above description has been prepared and is a part hereof.

Iron pins set are 3/4" diameter iron pipe, 30" long and capped Advanced 7661.

Bearings are based on the Ohio State Plane Coordinated System, North Zone, NAD83 (CORS96). Said bearings were derived from GPS observation that determine a portion of the centerline of Clark-Shaw Road (T.R 139) between a found large pknail and a found magnail, having a bearing of S86° 35'01" E;

All References used in this description can be found at the Recorder's office, Delaware County, Ohio Advanced civil Design, Inc. Jonathan E. Phelps

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

14 continued 3 of 4 Price Farms RESOLUTION NO. 16-982

RESOLUTION APPROVING THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE (PRICE FARMS):

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, Concord/Scioto Development, LLC, as developer of the Concord/Scioto Community Authority (the "Authority"), filed an application (the "Application") on August 18, 2016 with the Board of County Commissioners of Delaware County, Ohio (the "Board") to add certain parcels of real property controlled by Concord/Scioto Development, LLC to the territory comprising the Authority (the "District") and to amend the petition (the "Petition") as originally filed with the Board for the establishment of the Authority; and

WHEREAS, the Application was accepted by this Board by adoption of Resolution No. 16-829 on August 25, 2016; and

WHEREAS, this Board is the "organizational board of commissioners," as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the Authority; and

WHEREAS, on September 29, 2016 and pursuant to Section 349.03(A) of the Revised Code, the Board held a public hearing on the Application after public notice was duly published in accordance with Section 349.03 of the Ohio Revised Code;

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

1. The Board finds and determines that the addition of property to the District will be conducive to the public health, safety, convenience and welfare, and is intended to result in the continued development of a new community as defined in Section 349.01(A) of the Ohio Revised Code.

- The Application is hereby accepted and shall be recorded, along with this Resolution, in the journal of the Board of County Commissioners of Delaware County, Ohio, as the organizational board of commissioners.
- 3. The boundary of the District shall be amended to include the territory set forth in Exhibit A attached to this Resolution.
- 4. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.
- 5. This Resolution shall be in full force and effect immediately upon its adoption.

(Copy of Application available in the Commissioners' Office until no longer of administrative value)

EXHIBIT A

The property to be added to the District includes the real property in the 26.616 acre tract described below, less the 1.067 acres immediately surrounding the improvements at 7337 South Section Line Road (the "Excluded Property"), and described on the next page.

Zoning Description 26.616 Acre Tract

Situated in the State of Ohio, County of Delaware, Township of Concord, being located in Farm Lot 17 and Farm Lot 32, Section 2, Township 3, Range 19 in the United States Military Lands, and also being all of Tract 1 and Tract 2 in the name of Thomas E. Price, James A. Price, and William L. Price as described In Deed Volume 622, Page 239, all records are to the Delaware County Recorder's Office, Delaware County Ohio:

Beginning in the centerline of Section Line Road at the southwesterly corner of a 1.00 acre tract in the name of David Bell as described in Deed Volume 790, Page 1679.

Thence South 88° 11' 29" East, a distance of 292.87 feet with the southerly line of said 1.00 acre tract to the southeasterly corner of said tract;

Thence North 03° 17' 08 East, with the easterly line of said 1.00 acre tract a distance of 152.67 feet to the northeasterly corner of said tract in the southerly line of a 2.99 acre tract in the name of Laurel J. Keegan and Mark Keegan as described in Deed Volume 415, Page 921;

Thence South 88°24'11" East, with said southerly line of said 2.99 acre tract a distance of 104.29 feet to the southeasterly corner of said tract;

Thence North 06°52'17" East, with the easterly line of said 2.99 acre tract a distance of 320.76 feet to the southerly right of way line of Lakehill Road South;

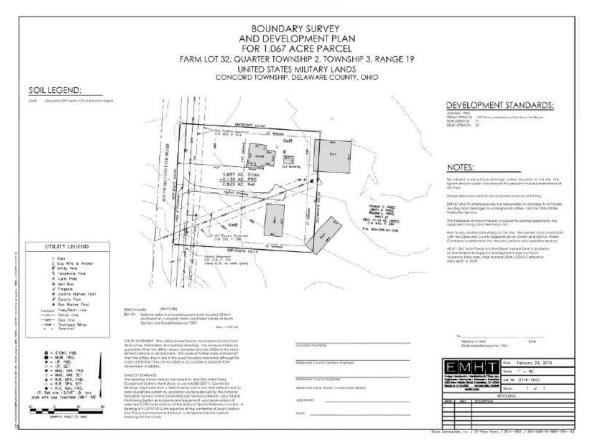
Thence South 88°33'58" East, with said southerly line a distance of 132.49 feet to the northwesterly corner of Scioto Reserve Section 3, Phase 3 as shown of record in Plat Cabinet 2, Slide 588-588A,;

Thence South 03°34'34" West, with the westerly line of said Scioto Reserve Section 3, Phase 3 also being the westerly line of Scioto Reserve Section 3, Phase 1 as shown of record in Plat Cabinet 2, Slide 319-319A-319B to the northeasterly corner of a 0.721 acre tract in the tame of Jack L. Amundson and Emmalee W. Amundson as described In Deed Volume 613, Page 717;

Thence North 86°52'52' West, with the northerly line of said 0.721 acre tract a distance of 541.90' feet to the northwesterly corner of said tract in the centerline of said Section Line Road:

Thence North 03°25'36 East, with the centerline of said road, also being the westerly line of said Tract 1 and Tract 2 of said Price tract a distance of 1968.36 feet to the True Place of Beginning containing 26.616 acres more or loss.

Excluded Property



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

14 continued 4 of 4 River Bluff RESOLUTION NO. 16-983

RESOLUTION APPROVING THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE CONCORD/SCIOTO COMMUNITY AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE (RIVER BLUFF):

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, Concord/Scioto Development, LLC, as developer of the Concord/Scioto Community Authority (the "Authority"), filed an application (the "Application") on August 18, 2016 with the Board of County Commissioners of Delaware County, Ohio (the "Board") to add certain parcels of real property controlled by Concord/Scioto Development, LLC to the territory comprising the Authority (the "District") and to amend the petition (the "Petition") as originally filed with the Board for the establishment of the Authority; and

WHEREAS, the Application was accepted by this Board by adoption of Resolution No. 16-829 on August 25, 2016; and

WHEREAS, this Board is the "organizational board of commissioners," as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the Authority; and

WHEREAS, on September 29, 2016 and pursuant to Section 349.03(A) of the Revised Code, the Board held a public hearing on the Application after public notice was duly published in accordance with Section 349.03 of the Ohio Revised Code;

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

1. The Board finds and determines that the addition of property to the District will be conducive to the public health, safety, convenience and welfare, and is intended to result in the continued development of a new community as defined in Section 349.01(A) of the Ohio Revised Code.

- 2. The Application is hereby accepted and shall be recorded, along with this Resolution, in the journal of the Board of County Commissioners of Delaware County, Ohio, as the organizational board of commissioners.
- 3. The boundary of the District shall be amended to include the territory set forth in Exhibit A attached to this Resolution.
- 4. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.
- 5. This Resolution shall be in full force and effect immediately upon its adoption.

(Copy of Application available in the Commissioners' Office until no longer of administrative value)

Legal Description 43.424 Acres

Situated in the State of Ohio, County of Delaware, Concord Township, and being in Section 1, Township 3, Range 20, Farm Lots 1 and 2 in the United States Military District, and being all of the 21.999 acre tract as conveyed to Martha Anne Yinger in Deed Book 506, Page 118 and all of the 21.405 acre tract as conveyed to Martha Anne Yinger in Deed Book 506, Page 111 as is more particularly described as follows;

Commencing at a ¾" pipe found at the northwest corner of Lot 6818 in the Fenstermaker Subdivision as recorded in Plat Cabinet 3, Slide 747 as conveyed to Jon A. Fenstermaker and Amy J. Fenstermaker in Official Record 599, Page 795 in the easterly right of way line of Riverside Drive (S.R. 257);

Thence with the northerly line of said Lot 6818 across Lot 725 of the Grandview Addition South as recorded in Volume 4, page 71. S 86° 33' 09" E, 369.75 feet to a 5/8" rebar found at the northeast corner of said Lot 6818 and being in the easterly line of said Lot 725, also being the TRUE POINT OF BEGINNING for the tract herein described as follows;

Thence with the easterly line of Lots 725 to 728 in said Grandview Addition South, N 08° 29' 06" W, 325.83 feet to an iron pin set at the northeast corner of said Lot 728 and the southeast corner of Lot 4319 of Sciotosage Bluff Subdivision as recorded in Flat Book 13, Page 65;

Thence with the easterly line of said Lot 4319 and the easterly line of Lot 4318 of said Sciotosage Bluff Subdivision as conveyed to Janet A Best and Karl A Wolff in Official Record 720, page 2174, N 03° 13' 52" E, 530.35 feet to the an iron pin set at an angle point in the southerly line of a 12.02 acre tract as conveyed to Jeffrey J. Humphrey and Jackie A. Humphrey in Official Record 536 Page 838;

Thence with the southerly line of said 12.02 acre tract, S 88° 51' 00" E, 337.90 feet to an iron pin set at the southeast corner of said 12.02 acre tract;

Thence with the easterly line of said 12.02 acre tract, N 3° 05' 20"E, passing a 5/8" Rebar at 1200.96 feet, a total distance of 1217.21 feet to the northeast corner of said 12.02 acre tract in the centerline of Butts Road (County Road 137), reference a 5/8' rebar found, north 1.59 feet and west 0.25 feet;

Thence with the centerline of Butts Road (County Road 137), S 87° 56′ 00″ E, 790.97 feet to a magnail set at the centerline intersection of Butts Road (County Road 137) and South Section Line Road (County Road 5);

Thence with the centerline of South Section Line Road (County Road 5), S 3° 05' 20" W, 1962.66 feet to a magnail set at the northeast corner of a 2.996 acre tract as conveyed to Shawn V. Osborne and Steve Reeb in Official Record 807, Page 2105;

Thence with the northerly line of said 2.996 acre tract, N 88° 43' 37" W, passing a ¾" Pipe found at 30.02 feet, a total distance of 647.82 feet to a ¾" Pipe found at the northwest corner of said 2.996 acre tract;

Thence with the westerly line of said 2.996 acre tract, S 3° 00' 33" W, 211.29 feet to the southwest corner of said 2.996 acre tract, reference a 5/8" rebar found, north 0.53 feet and West 0.16 feet, and also being in the northerly line of Lot 6820 in said Fenstermaker Subdivision as conveyed to Svyatosla Prozapas and Yelena Prozapas in Official Record 940, page 1414;

Thence with the northerly line of said Lot 6820 acre tract, the northerly line of Lot 6819 in the Fenstermaker Subdivision as conveyed to John Wu and Jun Zhou in Official Record 930, Page 541 and the northerly line of said Lot 6818 N 86° 11'29" W, passing a 5/8" Rebar at 122.27 feet, a 5/8" rebar at 355.38 feet, a total distance of 397.43 feet to a 3/4" Pipe found at the southeast corner of Lot 725 of said Grandview Addition South, the northeast corner of Lot 724 of said Grandview Addition South, and being in the easterly line of said Lot 6818;

Thence with the easterly line of said Lot 6818 and the easterly line of said Lot 725, N 8° 29' 06" W, 99.18 feet to

the TRUE POINT OF BEGINNING, containing 43.424 acres, more or less, with 21.984 acres in Parcel Number 32011002001000 Farm Lot 1, with 8.802 acres in Parcel Number 32011002081000 Farm Lot 1, with 12.638 acres in Parcel Number 32011002081000 Farm Lot 2.

The above description was prepared by Advanced Civil Design, Inc. on October 20, 2014 and is based on existing records and an actual field survey by Advanced Civil Design in June of 2014. A drawing of the above description has been prepared and is a part hereof.

Iron pins set are 3/4" diameter iron pipe, 30" long and capped Advanced.

Bearings are based on the Ohio State Plane Coordinated System, North Zone, NAD83 (CORS96). Said bearings were derived from GPS observation that determine a portion of the easterly right of way line of Riverside Drive (SR. 257) between two found monuments, having a bearing of S 15° 15' 03" E;

All references used in this description can be found at the Recorder's Office, Delaware County, Ohio. ADVANCED CIVIL DESIGN, INC. Jonathan E. Phelps

Legal Description 5.918 Acres

Situated in the State of Ohi4 County of Delaware, Concord Township, and being in Section 1, Township 3, Range 20, Farm Lots 1 and 2 in the United States Military District, and being the land conveyed to Martha A. Yinger, Trustee of the Martha A. Yinger Trust as follows: All of a 0.464 acre tract as recorded in Official Record 805, Page 598, Parcel 1A, also known as part of Lot No, 4319 of Sciotosage Bluffs Subdivision as recorded in Plat Book 13, Page 65, all of a 2.685 acre tract as recorded in Official Record 805, Page 598, Parcel 1B, also known as part of Lot No. 4319 of Sciotosage Bluffs Subdivision as recorded in Nat Book 13, Page 6, all of a 0.29 acre tract as recorded in Official Record 805, Page 598, Parcel 2, all of a 1.37 acre tract as recorded in Official Record 805, Page 598, Parcel 3, also known as part of Lots 726 and 727, and all of Lot 728 of the Grandview Addition South as recorded in Volume 4, Page 71, all of a 0.16 acre tract as recorded in Official Record 805, Page 598, Parcel 4, all of a 1.16 acre tract as recorded in Official Record 805, Page 598, Parcel 5 also known as part of Lots 725, 726, and 727 of the Grandview Addition South as recorded in Volume 4 Page 71 and being more particularly described as follows;

Beginning at a 3/4" pipe found at the northwest corner of Lot 6818 in the Fenstermaker Subdivision as recorded in Plat Cabinet 3, Slide 747 as conveyed to Jon A. Fenstermaker and Amy J. Fenstermaker in Official Record 599, Page 795 in the easterly right of way line of Riverside Drive (SR. 257) and being the TRUE POINT OF BEGINNING for the tract herein described as follows;

Thence with the easterly right of way line of Riverside Drive (S.R. 257), N 15° 15' 03" W, 321.73 feet to an iron pin set at angle point in the easterly line of land owned by the City of Columbus;

Thence with the easterly line of said land owned by the City of Columbus, S 88° 32' 06" E, 65.77 feet to an iron pin set at the northwest corner of Lot 728 of the Grandview Addition South as recorded in Volume 4, Page 71, the southwest corner of Lot 4319 of Scotosage Bluffs Subdivision as recorded in Plat Book 13, Page 65;

Thence with the westerly line of said Lot 4319 and the easterly line of said City of Columbus property, N 15° 22' 04" W, 361.58 feet to an iron pin set at the northwest corner of said Lot 4319 and the southwest corner of Lot 4318 of said Scotosage Bluffs Subdivision as conveyed to Janet A. Best and Karl A. Wolff in Official Record 720, Page 2174;

Thence with the northerly line of said Lot 4319 and the southerly line of said Lot 4318, S 87° 49' 06" E, 455.24 feet to the northeast corner of said Lot 4319 and southeast corner of said Lot 4318, reference a 5/8 Rebar, south 0.16 feet:

Thence with the easterly line of said Lot 4319, S 03°13' 52" W, 340.56 feet to an iron pin set at the southeast corner of said Lot 4319 and the northeast corner of Lot 728 of the Grandview Addition South as recorded in Volume 4, Page 71;

Thence with the easterly line of said Lot 728 and the easterly line of Lots 727, 726 and 725 in said Grandview Addition South, S 08° 29' 06" E, 325.83 feet to a 5/8" rebar found at the northeast corner of said 6818 and being in the easterly line of said Lot 725;

Thence with the northerly line of said Lot 6818 across said Lot 725, N 86° 33' 09" W, 369.75 feet to the TRUE POINT OF BEGINNING, containing 5.918 acres, more or less, with 1.513 acres in Parcel Number 320011002016000 Farm Lot 1, with 1.616 acres in Parcel Number 320011002016000 Farm Lot 2, with 1.155 acres in Parcel Number 320011002018000 Farm Lot 2, with 1.155 acres in Parcel Number 320011002018000 Farm Lot 2, with 0.309 acres in Parcel Number 320011002017000 Farm Lot 2, with 0.161 acres in Parcel Number 320011002019000 Farm Lot 2.

The above description was prepared by Advanced Civil Design, Inc. on October 20, 2014 and is based on existing

records and an actual field survey by Advanced Civil Design in June of 2014. A drawing of the above description has been prepared and is a part hereof.

Iron pins set are 3/4" diameter iron pipe, 30" long and capped Advanced.

Bearings are based on the Ohio State Plane Coordinated System, North Zone, NAD83 (CORS96). Said bearings were derived from GPS observation that determine a portion of the easterly right of way line of Riverside Drive (SR. 257) between two found monuments, having a bearing of S 15° 15' 03" E;

All references used in this description can be found at the Recorder's Office, Delaware County, Ohio. ADVANCED CIVIL DESIGN, INC. Jonathan E. Phelps

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

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RESOLUTION NO. 16-984

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

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 9:54 AM.

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

RESOLUTION NO. 16-985

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn out of Executive Session at 11:47AM.

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

Other business:

RESOLUTION NO. 16-986

IN THE MATTER OF APPROVING THE 2017 HEALTH INSURANCE RENEWAL FROM THE COUNTY EMPLOYEE BENEFITS CONSORTIUM OF OHIO:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has, pursuant to sections 9.833 and 305.171 of the Revised Code, provided certain group insurance coverage for county officers and employees; and

WHEREAS, the Board wishes to continue the group health insurance coverage for Delaware County employees for 2017; and

WHEREAS, in order to provide the most comprehensive and cost effective health insurance and prescription drug coverage within the available budget to the employees of Delaware County, the Board authorized continued participation in the County Employee Benefits Consortium of Ohio (CEBCO) for 2017; and

WHEREAS, the Assistant County Administrator / Director of Administrative Services and the Insurance & Risk Coordinator, recommend accepting the Plan 250B and Rx Plan 3D renewal rates for 2017 from CEBCO;

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

Approves the following renewal rates for 2017 (Plan 250B and Rx Plan 3D) from CEBCO:

DELAWARE COUNTY RENEWAL FOR 2017

Delaware County will provide the Medical PPO Plan 250 B and Rx 3D plan design for 2017 for eligible employees. The 2017 renewal rates are:

2017 Renewal Rate	PPO Plan	RX Plan
	250B	3D
Employee	\$562.00	\$146.00
Employee + Family	\$1,476.00	\$383.00

Rates for the Employee Contribution for Medical PPO Plan 250B and RX Plan 3D:

Employee Contribution (SINGLE): \$ 71.00/month Employee Contribution (FAMILY): \$186.00/month

The Board of Commissioners hereby authorizes the Assistant County Administrator / Director of Administrative Services to execute the documents necessary to fulfill the 2017 renewal requirements with CEBCO.

An outline of the services and coverage is attached to this resolution.

(Documents available in the Administrative Services Department until no longer of administrative value).

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

RESOLUTION NO. 16-987

IN THE MATTER OF ESTABLISHING DELAWARE COUNTY EMPLOYEE VISION INSURANCE RATES AND BENEFITS FOR 2017:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") has, pursuant to sections 9.833 and 305.171 of the Revised Code, provided certain group insurance coverage for county officers and employees; and

WHEREAS, the Board wishes to establish group vision insurance coverage benefits for eligible Delaware County employees for 2017; and

WHEREAS, competitive bidding under section 307.86 of the Revised Code would increase, rather than decrease, the cost of procuring the group vision insurance coverage; and

WHEREAS, the Assistant County Administrator / Director of Administrative Services, and the Insurance & Risk Coordinator jointly recommend that the Board provide vision insurance benefits and rates for 2017 as described herein;

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

The Board hereby approves group supplemental vision coverage, which shall be optional for each eligible Delaware County employee, via VSP Choice / Option 2 at the following rates:

VSP Choice Plan C / Option 2:

Frequency: 12/12/12

Co-Pays: \$20 Exam / \$20 Materials RFA and ECL Allowance: \$130 and \$130

Single: \$7.18 per month Single + 1: \$14.34 per month Family: \$23.08 per month

The Delaware County employee vision insurance benefits established and approved herein shall take effect January 1, 2017, whereupon all prior vision insurance benefits and rates inconsistent with those established and approved herein shall terminate.

The Board of Commissioners hereby authorizes the Assistant County Administrator / Director of Administrative Services to execute the documents necessary to fulfill the 2017 renewal requirements with VSP.

(Documents available in the Administrative Services Department until no longer of administrative value).

There being no further business, the meeting adjourned.

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

Gary Merrell
Barb Lewis
Jeff Benton