

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 27, 2017**

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

Present:
Jeff Benton, President
Gary Merrell, Vice President

Absent:
Barb Lewis, Commissioner

1
RESOLUTION NO. 17-197

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 23, 2017:

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 February 23, 2017; 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 Absent Mr. Benton Aye

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 17-198

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0224 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0224:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0224, memo transfers in batch numbers MTAPR0224 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R1702464	R1702464	MODE 2017 MEMBERSHIP DUES	21011113 - 5308	\$20,051.00

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

5
RESOLUTION NO. 17-199

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Commissioners' Office is requesting that ten county employees attend the Mid-Ohio Regional Planning Commission's State of the Region Luncheon on April 20, 2017 at the cost of \$850.00 (fund number 10011101).

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

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RESOLUTION NO. 17-200

IN THE MATTER OF APPROVING A DRAINAGE MAINTENANCE PETITIONS FOR VERIZON WIRELESS RETAIL/LIBERTY TOWNSHIP/POWELL SITE; THE VILLAS AT LOCH LOMOND AND GREEN LAWN SPECIALIST:

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

Verizon Wireless Retail/Liberty Township/Powell Site:

WHEREAS, on January 23, 2017, a Drainage Maintenance Petition for Verizon Wireless Retail/Liberty Township/Powell Site was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Verizon Wireless Retail/Liberty Township/Powell Site located 9110 Bunker Lane in Liberty Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$26,100.00 and a detailed cost estimate is attached. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of .092 acres will receive benefits (costs) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$28,362.35 per lot. An annual maintenance fee equal to 2% of this basis (\$521.87) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$521.87 has been paid to Delaware County.

The Villas at Loch Lomond:

WHEREAS, on February 8, 2017, a Drainage Maintenance Petition for The Villas of Loch Lomond was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within The Villas of Loch Lomond located off of Manning Parkway in Liberty Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$90,930 and a detailed cost estimate is attached. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 27 lots are created in these plats and each lot received an equal share or the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$3,367.78 per lot. An annual maintenance fee equal to 2% of this basis (\$67.36) will be collected for each lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,818.60 has been paid to Delaware County.

Green Lawn Specialists:

WHEREAS, on January 23, 2017, a Drainage Maintenance Petition for Green Lawn Specialists was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Green Lawn Specialists located off of 774 Peachblow Road in Berlin Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$8,535.12 and a detailed cost estimate is attached. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 5.04 acres will receive benefits (costs) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$1,693.48 per lot. An annual maintenance fee equal to 2% of this basis (\$170.70) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$170.70 has been paid to Delaware County.

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

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RESOLUTION NO. 17-201

IN THE MATTER OF APPROVING OWNER'S AGREEMENTS FOR CLARKSHAW MOORS SECTION 2; VERIZON WIRELESS RETAIL/LIBERTY TOWNSHIP/POWELL SITE AND GLENMEAD SECTION 1-PIATT ROAD CONSTRUCTION:

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

Whereas, The Engineer recommends approving the Owner's Agreements for Clarkshaw Moors Section 2; Verizon Wireless Retail/Liberty Township/Powell Site And Glenmead Section 1-Piatt Road Construction:

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreements for Clarkshaw Moors Section 2; Verizon Wireless Retail/Liberty Township/Powell Site And Glenmead Section 1-Piatt Road Construction:

Clarkshaw Moors Section 2

OWNER'S AGREEMENT
PROJECT NUMBER: 16012

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THIS AGREEMENT, executed on this 27th day of February, 2017 between **ROCKFORD HOMES**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **CLARKSHAW MOORS SECTION 2**, further identified as Project Number 16012 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **SIXTY THOUSAND DOLLARS (\$60,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER’S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit “A”** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER’S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

Verizon Wireless Retail/Liberty Township/Powell Site

OWNER'S AGREEMENT

THIS AGREEMENT made and entered into this 27th day of February, 2017 by and between the COUNTY OF DELAWARE (acting through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and ARC-Sawmill, LLC, an Indiana limited liability company its heirs, successors, or assigns, hereinafter called the OWNER, as evidenced by the Engineering and Construction Plan entitled **Verizon Wireless Retail / Liberty Township / Powell Site located at 9110 Bunker Lane, Powell, Ohio** which was approved by the County Engineer, hereinafter called the Plan, is governed by the following considerations to wit:

- 1) The OWNER is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the PLAN, which is part of this AGREEMENT.
- 2) The OWNER shall pay the entire cost and expense of said improvements.
- 3) The OWNER is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **TWENTY-SIX THOUSAND, ONE HUNDRED DOLLARS (\$26,100)** payable to the BOARD OF COUNTY COMMISSIONERS to insure the faithful performance of this AGREEMENT and the completion of all of the said improvements in accordance with the current "Delaware County Engineering and Surveying Standards for Subdivision Development" and current "Subdivision Regulations of Delaware County, Ohio". Said financial warranty will be released and returned to the OWNER within thirty (30) days of the acceptance of the improvements by the COUNTY.
- 4) Before beginning construction, the OWNER shall deposit inspection fees in the amount of **ONE THOUSAND DOLLARS (\$1,000)** estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the OWNER shall replenish the account upon notice by the Delaware County Engineer. Upon completion of the project and acceptance of the improvements by the DELAWARE COUNTY COMMISSIONERS, the remaining amount in the fund shall be returned to the OWNER.
- 5) The OWNER is to complete all construction to the satisfaction of the COUNTY **no later than December 1, 2017**, and will receive an approval letter from the Delaware County Engineer as evidence of the OWNER'S release from responsibility to said project.
- 6) The OWNER shall indemnify and hold the COUNTY free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) The OWNER will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the Delaware County Engineer. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the Ohio Department of Transportation "Uniform Traffic Control Devices" and "Traffic Control for Construction and Maintenance".
- 8) The OWNER further agrees that any violation of or noncompliance with any of the provisions as stipulations of this AGREEMENT shall constitute a breach of contract, and the Delaware County Engineer shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the OWNER should become unable to carry out the provisions of this AGREEMENT, the OWNER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.
- 10) Upon approval and acceptance of the improvements, the original copy of the PLAN shall become the property of the COUNTY and shall be filed in the office of the Delaware County Engineer.
- 11) In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants to the OWNER or his agent the right and privilege to make the said improvements stipulated herein.

Glenmead Section 1-Piatt Road Construction:

OWNER'S AGREEMENT
PROJECT NUMBER: 13023

THIS AGREEMENT, executed on this 27th day of February, 2017 between ROMANELLI AND HUGHES, hereinafter called 'OWNER' and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS or COUNTY), for the project described

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as **GLENMEAD SECTION 1 – PIATT ROAD CONSTRUCTION**, further identified as Project Number 13023 is governed by the following considerations to wit:

Said **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto. Deposits toward inspection fees are to be determined and collected, if necessary, prior to construction.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **COUNTY** is currently proposing to construct Piatt Road as a **Capital Improvement Project (CIP)**. If said **CIP** is not completed by the time the **OWNER** desires to plat Glenmead Section 2, the **OWNER** agrees to complete the construction of Piatt Road, as shown in the approved plans for Glenmead Section 1 per a separate **OWNER’S AGREEMENT** to be approved prior to commencement of construction of Piatt Road by the **OWNER**.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

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

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RESOLUTION NO. 17-202**

IN THE MATTER OF AWARDING THE BIDS FOR ENGINEERING MATERIALS FOR 2017:

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

**Material Bid Award Recommendations
Bids Opened February 7, 2017**

As a result of the bids opened February 7, 2017 for the following materials to be used during 2017, below are The Engineer’s recommendations for bid awards:

Stone Aggregate:

The Engineer recommends that a non-exclusive bid award be made to Shelly Materials, Inc. and National Lime & Stone Company.

Tree Clearing:

The Engineer recommends that a non-exclusive bid award be made to Oberlander’s Tree & Landscape Ltd., Timberland Tree Company and Adam’s Tree Care.

Curb and Sidewalk Construction:

The Engineer recommends that a non-exclusive bid award be made to Decker Construction Company, and Newcomer Concrete Services, Inc..

Bid tabulations for these materials are available for your review.

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

**9
RESOLUTION NO. 17-203**

IN THE MATTER OF APPROVING CUSTOM MAP AGREEMENT WITH GIS CARTOGRAPHY & PUBLISHING SERVICES:

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

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Whereas, the Engineer recommends approving the Custom Map Agreement with GIS Cartography & Publishing Services;

Now, Therefore, Be It Resolved, that the Delaware County Board of Commissioners approves the Custom Map Agreement with GIS Cartography & Publishing Services:

CUSTOM MAP AGREEMENT

Agreement made as of 27th day of February 2017, by and between GIS Cartography and Publishing Services, 1766 NE 17th Street, Fort Lauderdale, Florida 33305 (Publisher) and the Delaware County Board of Commissioners on behalf of the Delaware County Engineer, 140 North Sandusky Street, Delaware, OH 43015 (Customer).

Customer agrees to purchase 18,650 custom maps (18,500 folded and 150 flat) at \$.76 cents each (includes freight) and agrees to pay Publisher a total \$14,174.00.

Publisher and Customer agree to the following conditions:

MAP SPECIFICATIONS:

Cover side of the sheet will include the Delaware County Highway map at an approximate 1" = 1-mile scale with County Road Index. Inset areas on reverse side will be window boxed and numbered for easy reference. Delaware County house numbering system can be displayed by inset only (must be provided by client) or placed around the map and/or on major roadways.

The reverse side of the sheet will include insets of Southern Delaware County at an approximate 1/2" x 1 mile (this includes Powell, Shawnee Hills and Columbus). Other insets will be Delaware, Ostrander, Sunbury and Ashley. Indexes for any or all insets area can be provided at no additional charge.

CARTOGRAPHIC SPECIFICATIONS:

Road lines will be created using Delaware County centerline files and attributed based on feature class codes (FCC). Interstate Highways will be shown as a red line with shield(s). U.S. Highways will be shown by a gold line with name and shield(s). State Highways will be shown by a green line with name and shield(s). County Highways will be shown by a blue line with name and shield(s). Township roads will be shown with double black line with name and township number. City/Subdivision streets will be a double blue line with name. Points of interest will be labeled and shown with defined symbol. Hydro layer will be added with names.

The cartographic styling outlined above is based on our standard map styling and coloring. However, this cartographic styling can be changed to Delaware County Engineer's exact specifications at the start of the process. A map legend will be provided prior to commencement of work for your review and determination of final cartographic specifications.

PRINT MAP SPECIFICATIONS:

Map to be printed on a 28" x 40" sheet size, image size to be approximately 27" x 39 1/4", printed in four colors (full color) on both sides, on 60# offset paper, folded to 4 1/2" x 9", shrink wrapped in bundles of 50 and bulk carton packed.

PRINT MAP CUSTOMIZATION:

Custom front and back covers with customer copy placed on the sheet. Covers and copy must be provided by customer in .pdf or Word file format.

ARTWORK:

Any and all necessary art changes for cover panel and/or customer copy will be billed at \$85.00 per hour, plus materials. Customer to be notified of any additional charges and will need to approve said charges prior to commencement of labor.

PROOFS:

A production proof of the Product will be provided to the Customer as two (2) .pdf's, front and back side of the sheet. After two (2) revisions of the production proof, beyond errors made by Publisher, revisions from Customer's originally supplied information or additional changes will be billed to Customer at \$85.00 per hour, plus material costs. Publisher will notify Customer of additional charges prior to execution of work. After the production proof is approved and prior to publication, a final printers' proof will be sent to Customer for approval. Additional printers' proofs are available at \$250.00 per proof.

Customer agrees that final proof approval indicated authorization for use of insignia, logo, artwork, and/or editorial information provided to Publisher for customization of Product.

DELIVERY AND TERMS:

Anticipated production proof date is approximately six (6) to eight (8) weeks from receipt of order. Delivery of printed product is approximately three (3) weeks after final printers' proof approval. Customer agrees that approval of final printers' proof, without changes, constitutes acceptance of cartography and art layout of final product.

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Terms are 50% non-refundable deposit due with signed agreement OR Delaware County issued purchase order. Balance due, upon delivery of product. All orders are subject to up to 5% over/under runs, final invoice will reflect actual quantity shipped.

COPYRIGHT:

Publisher retains the copyright to the printed maps. Customer also acknowledges that the intent of this Agreement is to create materials for the benefit of Customer and use by Customer in the course of its business. All services performed by Publisher are defined as "work for hire".

ENTIRE AGREEMENT:

This agreement sets forth all of the understandings, obligations and agreements of the parties. No charge or amendment to this Agreement shall be effective unless it is in writing and signed by the parties.

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

10**RESOLUTION NO. 17-204**

IN THE MATTER OF DECLARING THE NECESSITY OF SIGNAL INSTALLATION AT THE INTERSECTION OF WORTHINGTON ROAD AND HIGHLAND LAKES AVENUE/LAKE CLUB DRIVE:

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

Whereas the County Engineer has prepared plans, specifications and estimates for the Improvement, and;

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

Section 1: The plans, specifications and estimates for the project known as DEL-CR 013-02.66 Worthington Road and Highland Lakes Avenue/Lake Club Drive Signal Improvements, are hereby approved, and;

Section 2: The County Engineer is authorized to advertise for and receive bids on behalf of the Board in accordance with the following Invitation to Bid:

Public Notice
Advertisement for Bids

Bids shall be submitted electronically through the www.bidexpress.com webservice until 10:00am on Tuesday, April 18, 2017, at which time they will be publicly received and read aloud, for the project known as:

DEL-CR 013-02.66
Worthington Road and Highland Lakes Avenue/Lake Club Drive Signal Improvements

All proposals shall be submitted electrically through the web service www.bidexpress.com. The bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the plans and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

This notice is posted on the Delaware County website at www.co.delaware.oh.us and may be accessed by selecting "Bids and Notices"

The Owner requires that all work associated with the project be completed before September 22, 2017. The estimated commencement of work date is May 1, 2017.

Please see work restriction dates listed in the proposal notes.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of Delaware County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:
March 31, 2017

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

11
RESOLUTION NO. 17-205

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN RICHARD R. BOHAM AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-013 CR 21/WORTHINGTON AND AFRICA ROAD:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Richard R. Boham for the project known as DEL-013 CR 21/Worthington and Africa Road. .

Now, Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Richard R. Boham, for the project known as DEL-013 CR 21/Worthington and Africa Road as follows:

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
 WITH BUILDING(S) & LAND
 PARCEL(S): 318-414-04-004-000/ 7400 Africa Road, Westerville, Ohio 43085
 DEL-013 CR 21/ Worthington and Africa Rd

This Agreement is by and between the Delaware County Board of Commissioners [“Purchaser”] and Richard R. Boham (“Sellers”) includes all of the foregoing named persons or entities]. Purchaser and Sellers are referred to collectively in this Agreement as “Parties.”

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$160,000.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller’s covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property. Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all the appurtenances and hereditaments thereunto belonging and with all buildings and improvements now located thereon, and all fixtures of every nature now attached to or used with said land, buildings and improvements including, but not limited to, all heating, hot water, air conditioning, plumbing, attached electrical fixtures with bulbs or tubes, window shades, venetian blinds, curtain and traverse rods, awnings, storm and screen sashes and doors, and shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters’ Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters’ rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record;

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(b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any structure or fixture located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property, including structures and fixtures, suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of all structures occupied by Seller, or the portions thereof occupied by Seller, to Purchaser not later than 30 days after Purchaser tenders the purchase price to Seller. Seller agrees that Purchaser may withhold in escrow from the purchase price the sum of \$0.00 to ensure that the subject structures will be vacated on or before the 30 days mentioned above and that the subject structures will be surrendered to Purchaser in the same condition as it was in at the time Seller executed this Agreement. If Seller properly vacates and surrenders possession of the subject structures as aforesaid, then said \$0.00 shall be paid immediately to Seller. If the subject structures are not vacated as aforesaid, a rental agreement for the subject structures shall be entered into by the Parties, in which Seller shall be the lessee and Purchaser shall be the lessor, and upon execution of such rental agreement the said \$0.00 shall be paid immediately to Seller; in the event Seller fails or refuses for any reason to enter into such rental agreement, then Purchaser may retain all or part of the said \$0.00 withheld in escrow to compensate Purchaser for the reasonable amount of rent that Seller owes for holding over possession of the subject structures, plus an amount to pay for any taxes, assessments and for any costs of restoration necessary to put the structures in the same condition as they were at the time Seller executed this Agreement.

12. Physical Possession of Vacant Land and Structures

Seller shall surrender physical possession of vacant land and vacant structures to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller. However, Seller would be permitted to use the residence and 11.13 acre parcel for a period up to 18 months from the date of closing. Use after that time would be subject to further agreement from the Purchaser. Please reference attached Lease Agreement.

13. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

14. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

15. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an

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original, but all of which together shall constitute but one and the same instrument.

16. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

17. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

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

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RESOLUTION NO. 17-206

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN ERIN N. BILES AND WILLIAM A. BILES AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR24-0.07:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Erin N. Biles and William A. Biles for the project known as DEL-CR24-0.07;

Now, Therefore Be It Resolved that The Delaware County Board of Commissioners approve the contract of sale and purchase with Erin N. Biles and William A. Biles for the project known as DEL-CR24-0.07 as follows:

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

WITNESSETH: On this 27th day of February , 2017, Erin N. Biles and William A. Biles whose address is 5761 S. Old 3C Highway, 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)
101-WD
DEL-CR24-0.07

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 **Ten Thousand, Eighty Dollars (\$10,080.00)** 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.

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3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

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

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
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

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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.

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

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RESOLUTION NO. 17-207

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
U17-014	AEP	Big Walnut Road	Replace poles
U17-015	Columbia Gas	Worthington Road	Install gas main
U17-016	Columbia Gas	Worthington Road	Install gas main
U17-017	AT&T	Bale Kenyon Road	Lower cable and ducts
U17-018	Columbia Gas	Clarkshaw Road	Install gas main
U17-019	Columbia Gas	Clarkshaw Road	Install gas main
U17-020	Aspine Energy	Lewis Road	Road bore
U17-020	Aspine Energy	Green Cook Road	Install gas line

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

14
RESOLUTION NO. 17-208

IN THE MATTER OF APPROVING AND AUTHORIZING THE SIGNING AND SUBMITTAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT CDBG HOUSING REVOLVING LOAN FUND (RLF) SEMI-ANNUAL REPORT TO THE OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT (ODSA OCD):

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

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WHEREAS, the Ohio Development Services Agency has provided financial assistance to Delaware County through CDBG Housing RLF; and

WHEREAS, the Board of Commissioners is required to submit a semi-annual CDBG Housing RLF Report to the ODSA OCD.

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

Section 1. The Board of Commissioners approves and authorizes the President of the Board to sign the CDBG Housing Semi-Annual Report for June 30, 2016 to December 31, 2016.

Section 2. The Board of Commissioners authorizes the submittal of CDBG Housing RLF Semi-Annual Report for the period of June 30, 2016 to December 31, 2016 to the Ohio Development Services Agency, Office of Community Development.

Section 3. The Economic Development Coordinator is directed to submit the Semi-Annual Reports to ODSA OCD.

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

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RESOLUTION NO. 17-209

IN THE MATTER OF APPROVING AND AUTHORIZING THE SIGNING AND SUBMITTAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (CDBG ED RLF) SEMI-ANNUAL REPORT TO THE OHIO DEVELOPMENT SERVICES AGENCY, OFFICE OF COMMUNITY DEVELOPMENT (ODSA OCD):

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

WHEREAS, the Ohio Development Services Agency provides financial assistance to Delaware County through the CDBG ED RLF; and

WHEREAS, the Board of Commissioners is required to submit a semi-annual CDBG ED RLF Report to the ODSA OCD.

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

Section 1. The Board of Commissioners approves and authorizes the President of the Board to sign the CDBG ED RLF Semi-Annual Report for June 30, 2016 to December 31, 2016.

Section 2. The Board of Commissioners authorizes the submittal of CDBG ED RLF Semi-Annual Report for the period of June 30, 2016 to December 31, 2016 to the Ohio Development Services Agency, Office of Community Development.

Section 3. The Economic Development Coordinator is directed to submit the Semi-Annual Report to ODSA OCD.

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

16

RESOLUTION NO. 17-210

IN THE MATTER OF APPROVING A NEW FUND, NEW ORGANIZATION KEY AND SUPPLEMENTAL APPROPRIATIONS:

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

New Fund

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Slate Ridge Redevelopment Tax Equivalent Fund

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New Organization Key

44311437 Slate Ridge Redevelopment Tax Equivalent Fund

Supplemental Appropriation

44311437-5375 Slate Ridge Redevelopment Tax Equivalent Fund 10,000.00
/Settlement Fees

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

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RESOLUTION NO. 17-211

IN THE MATTER OF ADDRESSING THE IMPACT OF THE MEDICAID MCO SALES TAX ISSUE ON COUNTIES:

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

WHEREAS, from 2005 to 2009, Ohio collected a 5.5 percent Medicaid Managed Care Organizations (MCO) franchise tax in additions to the 1.0 percent health insuring corporation (HIC) tax, and

WHEREAS, the Federal Deficit Reduction Act of 2005 broadened the federal definition of permissible classes to include all MCOs, not just Medicaid MCOs and the Medicaid MCO franchise tax was determined to be an impermissible tax leaving the State to find a replacement tax; and

WHEREAS, Ohio repealed the Medicaid MCOs franchise tax in September 2009, and replaced the lost revenue by applying the 5.5 percent State sales tax and local sales tax to Medicaid MCOs; and

WHEREAS, subsequently the State broaden the Medicaid MCOs' sales tax base with FIB 1 in SFY 10 11, BIB 153 in SFY 2012-2013, and BIB 59 in SFY 2014-2015 which provided additional revenues for State and local governments, and

WHEREAS, in July of 2014, the Federal Centers for Medicare & Medicaid Services (CMS) advised state Medicaid directors that "taxing a subset of health care providers at the same rate as a statewide sales tax" is subject to the defamation of a health care related tax and not permissible. Further, CMS gave states "until the end of the next regular legislative session" to comply, which for Ohio is June 30, 2017; and

WHEREAS, reduction in sales tax revenues and any other ripple effect to revenue sharing allocations and matches to County services would have an adverse impact on the strides the County has made to bring stability to essential mandated services within Delaware County and the proactive elements in moving the County forward after the economic downturn that started in 2009, State reductions in the local government revenue sharing formulas, and elimination of the Tangible Personal Property Tax; and

WHEREAS, County and local governments have born the burden of economic downturns and State revenue and formula reductions and changes since 2009, it is imperative that the State provide a stable base of revenue for Local governments to avoid interruption in providing mandated services at the local level; and

WHEREAS, the County Commissioners along with other elected officials met with State representatives on September 8, 2016 to stress the urgency of the State acting to address the needs of local governments in calendar year 2016, before the start of the Fiscal year and before the end of the State biannual budget deliberations;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Delaware County Commissioners, hereby urge State and Federal Legislators take immediate action against the potential loss of 1.8% of sales tax revenues associated with the Medicaid Managed Care Organization (MCO) sales tax by either passing State legislation that will equally tax all MCO organizations or facilitate a change in the Federal Administrative Rule that calls for taxing all MCOs at the same rate.

FURTHER BE RESOLVED, that the Board of Delaware County Commissioners, support sending a letter to State Legislators to take immediate action against the potential loss of sales tax revenues associated with the Medicaid Managed Care Organization (MCO) sales tax by either passing State legislation that will equally tax all MCO organizations or facilitate a change in the Federal Administrative Rule that calls for taxing all MCOs at the same rate.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-Tomorrow afternoon Auditor Kaitsa and I will be attending a MORPC update of the Governor's budget. Will have a report on Thursday.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-An area of concern for the State's budget is the voting machine replacement. Every county in the state is affected by this.

Commissioner Benton

- Attended the Legislative meeting on Friday. That meeting went well
- Attended Regional Planning meeting last Thursday. Residents on the west side of the county attended to voice their opinion of a development in that area
- The treatment court graduation is this coming Thursday
- Will be meeting with Tom Homan and Mike Shade to discuss the future of the Community Improvement Committee.

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners