

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 8, 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
Barb Lewis, Commissioner

1
RESOLUTION NO. 17-466

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 4, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 4, 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 Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
Dana Winegarner CEO/CFO
Hand and Microsurgery Associates
-Delaware County EMS Accepting donation of 2 CPR devices

RESOLUTION NO. 17-467

IN THE MATTER OF APPROVING A RESOLUTION FOR DELAWARE COUNTY TO ACCEPT DONATED ZOLL AUTOPULSE RESUSCITATION AUTOMATED CPR DEVICES:

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

WHEREAS, the Hand and Microsurgery Associates has donated two (2) Zoll AutoPulse Resuscitation System Devices to the EMS Department valued at \$28,440. ;

NOW THEREFORE BE IT RESOLVED, that the Delaware County Commissioners accept the donation of these CPR devices.

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

5
RESOLUTION NO. 17-468

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0505:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0505 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Southern Sales	Alum Creek UV Parts/ Equipment	66211904-5201	\$14,465.00

PR Number	Vendor Name	Line Description	Line Account	Amount
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R1703514 R1703514 SCIOTO RESERVE PS/FM DESIGN - 66711901- \$144,570.18
PER IGA 5301

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

6
KRISTINE HODGE,
SUPERINTENDENT DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
-Presentation On Core Team/Primary Service Provider Model Of Service For Early
Intervention Program

7
RESOLUTION NO. 17-469

IN THE MATTER ACCEPTING A GRANT FROM THE OHIO PET FUND FOR THE DELAWARE COUNTY DOG SHELTER:

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

Whereas, the State of Ohio has authorized a grant of \$2,000 to Delaware County; and

Whereas, the Delaware County Commissioners approved the application to the grant with resolution 16-1338; and

Whereas, the grant will be used to support the spaying and neutering of dogs;

Therefore Be It Resolved, that the Delaware County Board of Commissioners accept the grant:

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

8
RESOLUTION NO. 17-470

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE DOG SHELTER:

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

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

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

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

Appointing Authority: Board of Commissioner
Office/Department: Dog Shelter

Daily spending per card: \$1,000
Monthly spending per card: \$5,000
Single transaction limit: \$1,000
Daily number of transactions per card: 10
Monthly number of transactions per card: 50

Name on Card 1: Charles Jones

Department Coordinator: Sarah Dinovo

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

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RESOLUTION NO. 17-471

IN THE MATTER OF APPROVING A REQUEST FOR PROPOSALS FOR A DELAWARE COUNTY, OHIO, STATE ROUTE 36/37 CORRIDOR STUDY:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") are seeking to engage with a consulting firm to perform a study that will encompass the 36/37 corridor from the east side of the City of Delaware to the west side of the Village of Sunbury, including the major parcels of land to the north and south of the roadway; and

WHEREAS, the County's main goal with this study is to determine actions steps the County should undertake to encourage smart growth along this corridor; and

WHEREAS, this firm will work with the Delaware County Economic Development Director to complete the study;

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

Section 1: The Request for Proposals packet for the Delaware County, Ohio, State Route 36/37 Corridor Study is hereby approved.

Section 2: The Delaware County Economic Development Director is authorized to advertise for and receive statements of qualifications and proposals on behalf of the Board in accordance with the following Request for Proposals:

REQUEST FOR PROPOSALS
Delaware County, Ohio, State Route 36/37 Corridor Study

The Delaware County Commissioners are seeking competitive sealed proposals from contractors for the provision of a study for the US Route 36/State Route 37 corridor. Proposals will be received at the Delaware County Commissioners' Office, 101 North Sandusky Street, Delaware, Ohio 43015, until **4:00 p.m. on May 31, 2017**. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents and only names of offerors will be read aloud.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Bids and Notices or may be obtained from the Delaware County Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio, during normal business hours.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

(This Notice posted in The Delaware Gazette and on the Delaware County Board of Commissioners Website.)

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

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RESOLUTION NO. 17-472

IN THE MATTER OF DECLARING A PUBLIC PURPOSE AND AUTHORIZING THE USE OF DELAWARE COUNTY FUNDS FOR THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES:

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

WHEREAS, in accordance with Ohio Attorney General Opinion No. 82-006 and Ohio Auditor of State Bulletin 2003-005, the Delaware County Board of Commissioners (the "Board") may expend public funds to purchase coffee, meals, refreshments, and other amenities for its officers or employees or other persons if it determines that such expenditures are a "public purpose" and are necessary to perform a statutory function or power, provided the determination is not manifestly arbitrary or unreasonable; and

WHEREAS, the Board's determination must be memorialized by a duly enacted resolution and may have prospective effect only; and

WHEREAS Job and Family Services plans to hold a Foster Appreciation Event on May 11, 2017; and

WHEREAS Job and Family Services plans to provide a meal for foster parents and their families; and

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WHEREAS, the County Administrator and Fiscal Services Director recommend authorization to use Delaware County funds to pay for the coffee, meals, refreshments, and other amenities for this event;

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

Section 1. The Board hereby declares that the provision of coffee, meals, refreshments, and other amenities for the following purposes and amounts constitute a public purpose:

22511607-5381 Children Service Local Funds \$782.00 Foster Parent Event, May 11, 2017

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

11
RESOLUTION NO. 17-473

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR CLARKSHAW MOORS:

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

WHEREAS, on May 8, 2017, a Ditch Maintenance Petition for Clarkshaw Moors 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 Clarkshaw Moors located off of Clark Shaw Road in Concord 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 \$2,052,218.78 (for Section 2 and Future Sections) for the benefit of the lots being created in this subdivision. 232 lots (Total all sections) are being created in this plat and future plats and each lot received an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore \$8,845.77 per lot. An annual maintenance fee equal to 2% of this basis (\$176.92) 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 the 51 Lots in Section 2 in the amount of \$9,024.96 has been paid to Delaware County, receipt of which is hereby acknowledged.

Future Assessments to be paid at time of platting of each section:
Section 1 (46 Lots) \$8,138.32
Section 3 (18 Lots) \$3,184.56
Section 4 (46 Lots) \$8,138.32
Section 5 (55 Lots) \$9,730.60
Section 6 (16 Lots) \$2,830.72

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

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RESOLUTION NO. 17-474

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR CLARKSHAW MOORS

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SECTION 2 AND LIBERTY TRACE SECTION 3, PHASE A:

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

Clarkshaw Moors Section 2

Whereas, Rockford Homes, Inc. has submitted the Plat of Subdivision ("Plat") for Clarkshaw Moors Section 2, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the concord Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on March 31, 2017; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on March 31, 2017; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on April 3, 2017; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on April 3, 2017; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on April 28, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Clarkshaw Moors Section 2.

Clarkshaw Moors Section 2:

Situated in the State of Ohio, County of Delaware, Township of Concord, being in Farms Lots 31 & 34, Section 3, Township 4, Range 19, United States Military Lands, Containing 26.007 Acres, Said 26.007 Acres Being Part of a 5.028 Acre Tract as Conveyed to Rockford Homes, Inc. of Record in Official Record 1394, Page 557, and a 54.649 Acre Tract as Conveyed to Rockford Homes, Inc. of Record in Official Record 1394, Page 557, Delaware Recorder's Office. Cost \$153.

Liberty Trace Section 3, Phase A:

Whereas, Pulte Homes of Ohio LLC has submitted the Plat of Subdivision ("Plat") for Liberty Trace Section 3, Phase A, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on April 4, 2017; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on April 4, 2017; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on April 4, 2017; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on April 5, 2017; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on April 28, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Liberty Trace Section 3, Phase A.

Liberty Trace Section 3, Phase A:

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lots 12 (9.340 acres) and 13 (3.072 Acres), Quarter Township 1, Township 3, Range 19, United States Military Lands, Containing 12.412 Acres of Land, more or less, said 12.412 Acres Being Part of Tract 4 of Those Tracts of Land Conveyed to Pulte Homes of Ohio LLC by Deed of Record in Official Record 1305, Page 2561, (see Affidavit of Facts Relating to Title, of Record in Official Record 1304, Page 1047), Recorder's Office, Delaware County, Ohio. Cost \$51.

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

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13**RESOLUTION NO. 17-475**

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN 7137 PERRY ROAD LLC AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR 124-6.45:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with 7137 Perry Road LLC for the project known as DEL-CR 124-6.45.

Now Therefore Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approve the contract of sale and purchase with 7137 Perry Road LLC for the project known as DEL-CR 124-6.45 as follows:

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

WITNESSETH: On this 8th day of May, 2017, 7137 Perry Road LLC, an Ohio limited liability company, whose address is 1391 West Fifth Avenue, Suite 257, Columbus, Ohio 43212 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 20-WD/DEL-CR 124-5.99 and Exhibit A 2-WD/ DEL-CR 124 6.45

By this reference, both Exhibit A's are 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 **\$70,620.00**

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 sooner than April 4, 2017 and no later than July 1, 2017, at the SELLER'S election with seven (7) days advance written notice. The date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this

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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 subject to the contingencies set forth herein.
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 that could reasonably be construed as economically impairing the PURCHASER's intended use of the PROPERTY as road right-of-way.

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

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

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to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

13. This CONTRACT shall be binding upon the SELLER and the SELLER’s heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

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

14

RESOLUTION NO. 17-476

IN THE MATTER OF APPROVING A DRAINAGE EASEMENT VACATION FOR THE HEATHERS AT GOLF VILLAGE SECTION 1:

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

WHEREAS, the Delaware County Engineer has received a request from Pulte Homes of Ohio LLC, the owner of Lots 5457, 5458 and 5459 in The Heathers at Golf Village Section 1, Liberty Township, to vacate a portion of the original drainage easement as recorded on The Heathers at Golf Village Section 1 Subdivision plat being on, over and across said Lots 5457, 5458 and 5459; and

WHEREAS, the Delaware County Engineers has determined that the portion of the easement as described below which is located on, over and across Lots 5457, 5458 and 5459 as depicted on The Heathers at Golf Village Section 1 plat of record in Official Record 1389, Page 2609, Recorder’s Office, Delaware County, Ohio, is no long required, that vacating that portion of the easement as described below will allow the owner to develop the property without encroaching into the Drainage Easement, and that the remaining easement is of sufficient width to provide the County the ability to properly maintain the existing drainage facilities; and

WHEREAS, the Delaware County Engineer recommends vacation the portion of easement as described below and to include a marginal reference on the Plat of Record in Official Record 1389, Page 2609, of this action to vacate this portion of this easement.

NOW THEREFORE , BE IT RESOLVED, that the Delaware County Board of commissioners approves the Drainage Easement Vacation for Lots 5457, 5458 and 5459 in The Heathers at Golf Village Section 1 Subdivision, Liberty Township, Delaware County, Ohio, described as follows:

**DRAINAGE EASEMENT VACATION
0.024 ACRE**

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot C, Quarter Township 2, Township 3, Range 19, United States Military Lands, being on, over and across Lots 5457, 5458 and 5459 of the subdivision entitled “The Heathers at Golf Village Section 1”, of record in Official Record 1389, Page 2609, said Lots being part of that tract of land conveyed to Pulte Homes of Ohio LLC by deed of record in Official Record 1305, Page 2538 (all references are to the records of the Recorder’s Office, Delaware County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the northwesterly corner of said Lot 5457, in the easterly right-of-way line of Timber Valley Drive;

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Thence with said easterly right of way line and with the arc of a curve to the left, having a central angle of 01°40'320", a radius of 220.00 feet, an arc length of 6.42 feet and a chord that bears South 04°12'17" West, a chord distance of 6.42 feet to a point;

Thence South 03° 22' 07" West, with said easterly right-of-way line, a distance of 24.58 feet to a point;

Thence crossing said Lots the following courses and distances:

South 86° 37' 53" East, a distance of 10.00 feet to the TRUE POINT OF BEGINNING for this description;

South 86° 37' 53" East, a distance of 151.33 feet to a point;

South 03° 22' 07" West, a distance of 7.00 feet to a point;

North 86° 37' 53" West, a distance of 151.33 feet to a point; and

North 03° 22' 07" East, a distance of 7.00 feet to the TRUE POINT OF BEGINNING, containing 0.024 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.
Matthew A. Kirk
Professional Surveyor No.7865

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

15

RESOLUTION NO. 17-477

IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECTS KNOWN AS LIBERTY ROAD WIDENING AND HOME ROAD TRAFFIC SIGNAL; AFRICA ROAD WIDENING – BROOKVIEW MANOR SECTION 1; AND NORTH FARMS SECTIONS 6 & 11 – SHANAHAN ROAD WIDENING AND RELEASING CONSTRUCTION SURETIES:

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

Liberty Road Widening and Home Road Traffic Signal

Whereas, on November 9, 2015, the Board of County Commissioners (the "Board") entered into an Owner's Agreement with Pulte Homes of Ohio, LLC (the "Owner") for the project known as Liberty Road Widening and Home Road Traffic Signal ("Improvement"); and

Whereas, the County Engineer has inspected the Improvement and finds it to be constructed in accordance with the approved plans; and

Whereas, the County Engineer recommends the Board accept the Improvement in accordance with the Owner's Agreement and release the Bond being held as construction surety to the Owner.

Africa Road Widening – Brookview Manor Section 1

Whereas, on February 29, 2016, the Board of County Commissioners (the "Board") entered into an Owner's Agreement with Pulte Homes of Ohio, LLC (the "Owner") for the project known as Africa Road Widening – Brookview Manor Section 1 ("Improvement"); and

Whereas, the County Engineer has inspected the Improvement and finds it to be constructed in accordance with the approved plans; and

Whereas, the County Engineer recommends the Board accept the Improvement in accordance with the Owner's Agreement and release the Bond being held as construction surety to the Owner.

North Farms Sections 6 & 11 – Shanahan Road Widening

Whereas, on August 31, 2015, the Board of County Commissioners (the "Board") entered into an Owner's Agreement with M/I Homes of Central Ohio (the "Owner") for the project known as North Farms Sections 6 & 11 – Shanahan Road Widening ("Improvement"); and

Whereas, the County Engineer has inspected the Improvement and finds it to be constructed in accordance with the approved plans; and

Whereas, the County Engineer recommends the Board accept the Improvement in accordance with the Owner's Agreement and release the Bond being held as construction surety to the Owner.

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Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvements made for Liberty Road and Home Road Traffic Signal, Africa Road Widening – Brookview Manor Section 1, and North Farms Sections 6 & 11 – Shanahan Road Widening in accordance with the Owner’s Agreements and releases the Bonds being held as construction surety to the respective Owner.

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

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RESOLUTION NO. 17-478

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

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

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

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

Permit #	Applicant	Location	Type of Work
U17-061	Spectrum	Owenfield Drive	Place buried cable
U17-062	Columbia Gas of Ohio	Braumiller Road @ Cheshire Road	Install 8” gas line
U17-063	XO Communications	Old State Road @ Polaris Parkway	Bore road
U17-064	Columbia Gas of Ohio	Millwater Drive @ Cascade Drive	Extend gas main
U17-065	Columbia Gas of Ohio	Section Line Road	Relocate gas main

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

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RESOLUTION NO. 17-479

IN THE MATTER OF APPROVING A SERVICE AGREEMENT WITH CORNERSTONE ONDEMAND FOR AN ONLINE EVALUATION PROCESS AND A LEARNING MANAGEMENT SYSTEM FOR DELAWARE COUNTY:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve a service agreement with CORNERSTONE ONDEMAND for an online evaluation and learning management system to provide an opportunity for enhanced learning, employee development and an online evaluation / goal setting process.

(A copy of the service agreement is available in the Commissioners’ Office until no longer of administrative value)

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

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RESOLUTION NO. 17-480

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATION:

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

Transfer of Funds

From	To	
10011102-5801	50111117-4601	4,258,369.69
Commissioner General/Misc Cash Transfer	Bond Retirement Fund/Interfund Revenue	

Supplemental Appropriation

40311409-5319	Drainage Improvement/Reimbursements	3,000.00
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Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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ADMINISTRATOR REPORTS

Si Kille, Assistant County Administrator/Director of Fiscal Services

-EMT Jessica Carnes was promoted to Lieutenant with the Delaware County Emergency Medical Services Department. She has also been awarded the Governor’s Award for volunteering with the Meals on Wheels program.

-Dawn Huston was recognized by the organizers of the National Public Employer’s Association for her leadership role in the Labor Relations discussion at a recent conference.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

- Attended the Sunbury Chamber of Commerce breakfast on Friday
- Attended the fundraiser for Chief Wilson on Saturday morning
- MORPC is planning a Union/Delaware County tour on June 1st
- There will be a review of the voting machines in Franklin County in June

Commissioner Lewis

-Attended the ribbon cutting ceremony for the Unity House on Friday. Ran into the County Administrator, Ferzan, on the way there. He was on his way to the First Friday event, “Walk a Mile in Her Shoes”

Commissioner Benton

- DKMM will be meeting here tomorrow at 1:30 PM
- CEBCO/CCAO will be hosting a healthcare trends webinar on Wednesday
- The State Auditor’s office will be holding a Cyber Security class at the Willis Building on Wednesday

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RESOLUTION NO. 17-481

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 10:32 AM.

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

RESOLUTION NO. 17-482

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn out of Executive Session at 10:58 AM.

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

RESOLUTION NO. 17-483

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

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

WHEREAS, the Board of Delaware County Commissioners (the “Board”) deems it necessary for the public convenience and welfare to construct a highway improvement known as the South Old 3C Hwy from Mt. Royal Avenue to Freeman Road Improvements (DEL-CR24-0.07) by construction, reconstruction, installation, replacement, repair, maintenance and improvement of South Old 3C Hwy in Delaware County, Ohio (the “Improvement”); and

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

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

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

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

Section 1. The Board deems it necessary, and it is hereby declared to be the intention of the Board, to appropriate

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the following property necessary for the Improvement and determines the FMV for the same:

Property Owner(s)	Interest to be Appropriated	FMV
Troy A. Lephart & Jackie E. Lephart	85-WD, T	\$2,362.00
Bruno Baldo	86-WD, T	\$2,330.00

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

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

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

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

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

RESOLUTION NO. 17-484

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

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

WHEREAS, the Board of Delaware County Commissioners (the "Board") deems it necessary for the public convenience and welfare to construct a highway improvement known as the Liberty & Jewett Road Improvements (DEL-CR9-TR127) by construction, reconstruction, installation, replacement, repair, maintenance and improvement of Liberty Road and Jewett Road in Delaware County, Ohio (the "Improvement"); and

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

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

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

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

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

Property Owner(s)	Interest to be Appropriated	FMV
Harry Eugene Talbott	8-WD, T1, T2	\$144,920.00

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

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

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

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

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

RESOLUTION NO. 17-485

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

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 11:01 AM.

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

*Commissioner Merrell left before adjourning out of executive session due to a prior commitment.

RESOLUTION NO. 17-486

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn out of Executive Session at 11:26 AM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners