

**COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 13, 2017**

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**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**

**9:45 A.M. Public Hearing, Under Chapter 349 Of The Ohio Revised Code, to Add Certain Parcels Of Real Property To The Berkshire Landing New Community Authority District And To Amend The Petition For Establishment Of The Berkshire Landing New Community Authority As A New Community Authority**

**1  
RESOLUTION NO. 17-1195**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 9, 2017:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 9, 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  
SUZANNE PINGRY AND SUE HANSON WITH HELPLINE / CONNECTIONS  
PRESENTATION ON INFORMATION/UPDATE ABOUT SERVICES IN DELAWARE  
COUNTY**

**5  
RESOLUTION NO. 17-1196**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1109:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1109 and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>				
P1701237	Bound Tree	Medical Supplies EMS Dept.	10011303-5243	\$10,000.00

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>
R1705717	MJL RESOURCES LLC	OPERATIONS ASSESSMENT AT RSD FACILITIES	66211901-5301	\$20,000.00
R1705718	GARLAND COMPANY INC	REPLACE THE ROOFS ON 8 TOWER SITE BUILDINGS	21411306-5410	\$48,262.00

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

**6  
RESOLUTION NO. 17-1197**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Child Support Enforcement Agency is requesting that Lisa Thompson and Stacey Brown attend a Columbus District Case Manager Round Table on November 13, 2017 at no cost.

The Child Support Enforcement Agency is requesting that Sherry Fleury and Tanya Kidd attend a Domestic Relations Seminar in Delaware, Ohio on December 8, 2017 at the cost of \$75.00 (fund number 23711630).

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

**7**

**RESOLUTION NO. 17-1198**

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM RTJ RESTAURANTS LLC (DBA DONATOS PIZZA) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that a new liquor license request from RTJ Restaurants LLC (DBA Donatos Pizza), located at 1263 Cameron Avenue, Lewis Center, OH 43035;

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**8**

**RESOLUTION NO. 17-1199**

**IN THE MATTER OF CANCELING THE COMMISSIONERS' SESSION SCHEDULED FOR MONDAY DECEMBER 11, 2017:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to cancel the Commissioners' session scheduled for Monday December 11, 2017

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

**9**

**RESOLUTION NO. 17-1200**

**IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF OCTOBER 2017:**

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for October 2017;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for the month of October 2017.

Section 2. The Board hereby allows the expenses contained in the monthly report.

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

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

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11

RESOLUTION NO. 17-1201

**IN THE MATTER OF ADOPTING THE DELAWARE COUNTY DEPARTMENT OF JOB & FAMILY SERVICES' FIVE-YEAR STRATEGIC PLAN:**

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

Whereas, the Delaware County Board of Commissioners (the "Board") previously approved Resolution No. 17-681 on June 29, 2017, entering into a contract with Thomas P. Miller and Associates to assist the Department with the development of a five-year Strategic Plan; and

Whereas, Thomas P. Miller and Associates, Inc. has successfully completed the work as described in the Scope of Services approved in Resolution No.16- 1178 on November 16, 2016 ; and

Whereas, the Director of the Delaware County Department of Job & Family Services recommends adopting the Delaware County Department of Job & Family Services 2018-2022 Strategic Plan;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby adopts the Delaware County Department of Job and Family Services' 2018-2022 Strategic Plan.

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

12

RESOLUTION NO. 17-1202

**IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT FOR THE PROVISION OF CHILD PLACEMENT AND RELATED SERVICES BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND PROVIDER ADVANTAGE FAMILY OUTREACH AND FOSTER CARE:**

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Job & Family Services recommends approval of the following contract amendment;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment for a Child Care Placement provider:

**First Amendment  
To  
Contract for the Provision of Child Placement  
And Related Services  
Between  
Delaware County  
and  
Advantage Family Outreach and Foster Care**

This First Amendment of the Contract For The Provision of Child Placement And Related Services is entered into this 13<sup>th</sup> day of November, 2017 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter "Board"), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 140 North Sandusky Street, 2<sup>nd</sup> Floor, Delaware, Ohio 43015, and Advantage Family Outreach and Foster Care (hereinafter "Provider") whose address is 445 Longview Avenue West, Mansfield, Ohio 44903 (hereinafter collectively the "Parties.).

**WHEREAS**, the Parties entered into the Contract for the Provision of Child Placement and Related Services on December 22, 2016.

**WHEREAS**, the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

**NOW THEREFORE**, the Parties agree as follows:

1. The Parties agree to amend the Agreement to add the following Provisions:
  - A. The maximum amount payable pursuant to this contract shall be increased to \$189,000.
2. Signatures

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Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Contract and this First Amendment, the terms of the First Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

**13**

**RESOLUTION NO. 17-1203**

**RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILE FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:**

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

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the Board, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Delaware County Sewer District to expend county monies for the purchase of one new vehicle; and

WHEREAS, the Board participates in the State of Ohio's cooperative purchasing program (the "Program"); and

WHEREAS, the vehicle is available for purchase via the Program;

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

Section 1. The Board hereby declares that a necessity exists to purchase one new vehicle for use by the Delaware County Sewer District, it being required to maintain and install existing, new and replacement pumps, grinders, and appurtenances at pump stations and treatment plant installations throughout the sewer district.

Section 2. The Board hereby declares that the make and model of such vehicle is a Freightliner M2-106 Chassis with Liftmoore 60100DXP-24 Crane and Crane Service Body for a total price of \$180,875.00.

Section 3. The Board hereby declares that the purchase or lease of said vehicle will be from Utility Truck Equipment, Inc., an approved vendor under the Program, in accordance with the Program, pursuant to the contract and terms and conditions set forth in Contract #800463 – Index #STS515, which is, by this reference, fully incorporated herein and of which the purchase orders approved herein shall be made a part.

Section 4. The Board hereby approves a purchase order request for a total of \$180,875.00 to Utility Truck Equipment, Inc. in Circleville, Ohio from 66211901-5450.

Section 5. This Resolution shall take immediate effect upon passage.

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

**14**

**RESOLUTION NO. 17-1204**

**IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR SUNSET POINT:**

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

Whereas, the construction of new sanitary sewers at Sunset Point have been completed to meet Delaware County Sewer District requirements; and

Whereas, the Sewer District has received the necessary items required by the Subdivider's Agreement; and

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Whereas, the Sanitary Engineer recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

<b>Sunset Point</b>	111' of 8- inch sewer	\$28,915.93
	1- manhole	\$ 940.07

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

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

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

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

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

**15**  
**RESOLUTION NO. 17-1205**

**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR SCIOTO RIDGE CROSSING:**

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

WHEREAS, on November 13, 2017, a Ditch Maintenance Petition for Scioto Ridge Crossing Sections 1 and 2, and Future Sections 3, 4 & 5 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 Scioto Rdige Crossing located between Clark Shaw and Hyatts Roads 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 \$983,576.09 for the benefit of the lots being created in this subdivision. 162 lots (total all sections) are being created in these 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 \$6,071.45 per lot. An annual maintenance fee equal to 2% of this basis (\$121.43) 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 lots in Sections 1 and 2 in the amount of \$6,435.75 has been paid to Delaware County, receipt of which is hereby acknowledged.

Section 1 (27 lots) =	\$3,278.59
Section 2 (26 lots) =	\$3,157.16
Section 3 (32 lots) =	\$3,885.73
Section 4 (35 lots) =	\$4,250.02
Section 5 (42 lots) =	\$5,100.02

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

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**16****RESOLUTION NO. 17-1206****IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR SCIOTO RIDGE CROSSING SECTION 1 AND SCIOTO RIDGE CROSSING SECTION 2:**

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

**Scioto Ridge Crossing Section 1**

Whereas, M/I Homes of Central Ohio, LLC has submitted the Plat of Subdivision ("Plat") for Scioto Ridge Crossing Section 1, 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 October 5, 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 October 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 October 5, 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 October 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 October 27, 2017;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Scioto Ridge Crossing Section 1.

**Scioto Ridge Crossing Section 1:**

Situated in State of Ohio, County of Delaware, Township of Concord, located in Farm Lots 32 & 33, Section 3, Township 4, Range 19, United States Military Lands, and containing 12.701 acres of land being part of a 21.239 acre parcel conveyed to M/I Homes of Central Ohio, LLC, an Ohio Limited Liability Company of record in Deed Book 1484, Page 2027. Cost: \$81.

**Scioto Ridge Crossing Section 2**

Whereas, M/I Homes of Central Ohio, LLC has submitted the Plat of Subdivision ("Plat") for Scioto Ridge Crossing 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 October 5, 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 October 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 October 5, 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 October 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 October 27, 2017;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Scioto Ridge Crossing Section 2.

**Scioto Ridge Crossing Section 2:**

Situated in State of Ohio, County of Delaware, Township of Concord, located in Farm Lots 32 & 33, Section 3, Township 4, Range 19, United States Military Lands, and containing 8.538 acres of land being part of a 21.239 acre parcel conveyed to M/I Homes of Central Ohio, LLC, an Ohio Limited Liability Company of record in Deed



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Book 1484, Page 2027. Cost: \$78.

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

**17**

**RESOLUTION NO. 17-1207**

**IN THE MATTER OF APPROVING A CONTRACT FOR SALE AND PURCHASE BETWEEN 701 HOME ROAD, LLC, AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR THE PROJECT KNOWN AS DEL-CR 124-6.45:**

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

Whereas, the County Engineer recommends approval of the contract for sale and purchase with 701 Home 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 for sale and purchase with 701 Home Road, LLC, for the project known as DEL-CR 124-6.45 as follows:

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY  
WITH BUILDING(S) & LAND**

PARCEL(S) 701 Home Rd and 813 Home Rd: 2A-WD, 2A-T1, 2A-T2 See Property Description attached as  
Exhibit A  
DEL-CR 124-6.45

This Agreement is by and between the Delaware County Board of Commissioners (“Purchaser”) and 701 Home Road LLC, an Ohio limited liability company with an address of 1391 West Fifth Avenue, Suite 257, Columbus, Ohio 43212 (“Seller”). Purchaser and Seller 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 \$293,000.00 (Two Hundred Ninety Three Thousand and 00/100 dollars) 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 and Purchaser agree to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

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**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; (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 that could reasonably be construed as economically impairing the Purchaser's intended use of the property as road right-of-way 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 twenty (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 twenty (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 Seller shall 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 with seven (7) days advance written notice.

**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 thirty (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 thirty (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.

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



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**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.

**ADDENDUM TO CONTRACT  
FOR ACQUISITION OF LAND IMPROVEMENTS  
BETWEEN  
701 HOME ROAD LLC  
AND  
BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY**

1. Seller has obtained an asbestos containing material survey (“ACM Survey”) from an engineering firm acceptable to Purchaser on all the residences on the property at Seller’s expense, and will deliver such survey upon receipt, but in no event later than seven (7) days prior to closing.
2. Purchaser shall demolish and remove the residences on the property within seventy-five (75) days of closing. Such demolition and removal shall include: (i) removing all foundations and septic systems, (ii) capping the water and drain lines, (iii) disconnecting the electrical and gas services, and (iv) backfilling and compacting all basements and foundations to accept new road construction. In the event that Purchaser has not demolished and removed the residences on the property in accordance with this Section 2, Buyer and Seller shall cooperate to remove the residences in a timely fashion taking into consideration the other commitments of Purchaser’s removal crews and Seller’s need for removal. In the event that Seller or Seller’s assignees choose to remove the residences to timely construct access to the property after the seventy-five day period has elapsed, Seller shall have the right to perform Purchaser’s obligation hereunder and at Seller’s cost. Purchaser shall oversee such work as to its compliance with this section.
3. All existing curb cuts for existing driveways and driveways themselves shall be grandfathered by Purchaser and may be maintained by Seller allowing for continuous access to the Properties from Home Road, specifically the existing driveways and curb cuts to 701 and 813 Home Road; prior to, during and after all demolition and roadway improvements-Seller may obtain additional access points to property via Home Road by way of Delaware County Permit Process.

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

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

**18  
RESOLUTION NO. 17-1208**

**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
U17-146	Suburban Natural Gas	Pollock Road	Lay Gas Main
U17-147	AT&T	Worthington Road	Open trench
U17-148	Columbia Gas	Liberty Trace 3B	Install Gas Main
U17-149	Spectrum	Home Road	Install Cable in ROW

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

**19  
RESOLUTION NO. 17-1209**

**IN THE MATTER OF APPROVING AN OWNER’S AGREEMENTS FOR CHESHIRE WOODS SECTION 3, PHASE B:**

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

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**OWNER'S AGREEMENT  
PROJECT NUMBER: 7011**

**THIS AGREEMENT**, executed on this 13<sup>th</sup> day of November, 2017 between **HOMEWOOD CORPORATON**, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **CHESHIRE WOODS SECTION 3, PHASE B**, further identified as Project Number 7011 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 1 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 **FIFTY-FOUR THOUSAND DOLLARS (\$54,000)** 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

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throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

**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.

**EXHIBIT "A"**

CONSTRUCTION COST ESTIMATE	\$899,600
CONSTRUCTION BOND AMOUNT	\$899,600
MAINTENANCE BOND AMOUNT	\$ 90,000
INSPECTION FEE DEPOSIT	\$ 54,000

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

**21**  
**RESOLUTION NO. 17-1210**

**IN THE MATTER OF APPOINTING A MEMBER TO THE BERKSHIRE LANDING NEW COMMUNITY AUTHORITY BOARD OF TRUSTEES:**

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

WHEREAS, on February 5, 2015, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 15-147, establishing the Berkshire Landing New Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Berkshire Landing New Community Authority Board of Trustees, pursuant to Resolution No. 15-147 and section 349.04 of the Revised Code;

WHEREAS, the current local government representative is resigning his position, and a replacement appointment is needed to fulfill the unexpired Local Government Representative term;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following member to the Berkshire Landing New Community Authority Board of Trustees for the term specified herein:

<b>Position</b>	<b>Appointee</b>	<b>Term Ends</b>
Local Government Representative	Robert Riley	February 4, 2019

Section 2. The appointment approved herein shall be effective immediately upon adoption of this Resolution.

Section 3. The Clerk of the Board of Commissioners is hereby directed to certify a copy of this Resolution to Berkshire Crossing Development, LLC, as the statutory developer for the Berkshire Landing New Community Authority.

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

**22**  
**RESOLUTION NO. 17-1211**

**IN THE MATTER OF APPOINTING A MEMBER TO THE CONCORD/SCIOTO COMMUNITY AUTHORITY BOARD OF TRUSTEES:**

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

WHEREAS, on March 22, 2007, the Delaware County Board of Commissioners (the "Board of Commissioners") adopted Resolution No. 07-331, establishing the Concord/Scioto Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 07-331 and section 349.04 of the Revised Code; and

WHEREAS, the current local government representative is resigning his position, and a replacement appointment is needed to fulfill the unexpired Local Government Representative term;

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

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Section 1. The Board of Commissioners hereby approves the appointment of the following member to the Concord/Scioto Community Authority Board of Trustees for the remaining term specified herein:

Position	Appointee	Term Ends
Local Government Representative	Michael Frommer	March 21, 2019

Section 2. The appointment approved herein shall be effective immediately upon adoption of this Resolution.

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

**23**

**RESOLUTION NO. 17-1212**

**IN THE MATTER OF APPOINTING A MEMBER TO THE EVANS FARM NEW COMMUNITY AUTHORITY BOARD OF TRUSTEES:**

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

WHEREAS, on June 15, 2017, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 17-623, establishing the Evans Farm New Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Evans Farm New Community Authority Board of Trustees, pursuant to Resolution No. 17-623 and section 349.04 of the Revised Code;

WHEREAS, the current local government representative is resigning his position, and a replacement appointment is needed to fulfill the unexpired Local Government Representative term;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following member to the Evans Farm New Community Authority Board of Trustees for the term specified herein:

Position	Appointee	Term Ends
Local Government Representative	Robert Riley	June 21, 2019

Section 2. The appointment approved herein shall be effective on the date this Resolution is adopted.

Section 3. The Clerk of the Board of Commissioners is hereby directed to certify a copy of this Resolution to Evans Farm Land Development Company, LLC, as the statutory developer for the Evans Farm New Community Authority.

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

**24**

**RESOLUTION NO. 17-1213**

**IN THE MATTER OF APPOINTING A MEMBER TO THE NORTHSTAR COMMUNITY AUTHORITY BOARD OF TRUSTEES:**

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

WHEREAS, on August 16, 2007, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 07-985, establishing the NorthStar Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 07-985 and section 349.04 of the Revised Code; and

WHEREAS, the current local government representative is resigning his position, and a replacement appointment is needed to fulfill the unexpired Local Government Representative term;

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

Section 1. The Board of Commissioners hereby approves the appointment of the following member to the NorthStar Community Authority Board of Trustees for the term specified herein:

Position	Appointee	Term Ends
Local Government Representative	Tiffany Maag	August 15, 2019

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Section 2. The appointment approved herein shall be effective on the date this Resolution is adopted.

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

**25**  
**RESOLUTION NO. 17-1214**

**9:45A.M. PUBLIC HEARING FOR CONSIDERATION OF THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE BERKSHIRE LANDING NEW COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE BERKSHIRE LANDING NEW COMMUNITY AUTHORITY DISTRICT AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to open the hearing at 10:08 a.m.

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

**25 continued**  
**RESOLUTION NO. 17-1215**

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

**25 continued**  
**RESOLUTION NO. 17-1216**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE BERKSHIRE LANDING NEW COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE BERKSHIRE LANDING NEW COMMUNITY AUTHORITY DISTRICT AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE:**

It was moved by Mr. Merrell, seconded by Mrs. Lewis to close the hearing at 10:12 a.m.

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

**26**  
**RESOLUTION NO. 17-1217**

**RESOLUTION APPROVING THE APPLICATION TO ADD CERTAIN PARCELS OF REAL PROPERTY TO THE BERKSHIRE LANDING NEW COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE BERKSHIRE LANDING NEW COMMUNITY AUTHORITY DISTRICT AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE:**

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

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, Berkshire Crossing Development, LLC, as developer of the Berkshire Landing New Community Authority (the "Authority"), filed an application (the "Application") on October 5, 2017 with the Board of County Commissioners of Delaware County, Ohio (the "Board") to add certain parcels of real property controlled by Berkshire Crossing Development, LLC to the territory comprising the Authority (the "District") and to amend the petition (the "Petition") as originally filed with the Board for the establishment of the Authority; and

WHEREAS, the Application was accepted by this Board by adoption of Resolution No. 17-1060 on October 12, 2017; and

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

WHEREAS, on November 13, 2017 and pursuant to Section 349.03(A) of the Revised Code, the Board held a public hearing on the Application after public notice was duly published in accordance with Section 349.03

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of the Ohio Revised Code;

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

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

(The application shall remain on file in the Commissioners' Office until no longer of administrative value.)

EXHIBIT A-2



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EXHIBIT A-2

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY



Civil & Environmental Consultants, Inc.

DESCRIPTION OF 21.029 ACRES  
BERLIN TOWNSHIP, DELAWARE COUNTY OHIO

Situated in the State of Ohio, County of Delaware, Township of Berlin, Farm Lots 2 and 3, Section 1, Township 4, Range 17, being part of that 114.696 acres described in deed to Brookdoc Investments, of record in Official Record 1025, Page 389, and part of that 82.992 acres described in deed to Brookdoc II Investments, of record in Official Record 1482, Page 462, all being of record in the Recorder's Office, Delaware County, Ohio, and being more particularly described as follows:

**BEGINNING**, at the intersection of the east line of Berlin Township and the south line of said 114.696 acres;

Thence North 85°58'10" West, a distance of 529.07 feet, with the south line of said 114.696 acres, to a point in the centerline of North 3 B's & K Road (County Road 35);

Thence North 03°53'05" East, a distance of 796.75 feet, with the centerline of North 3 B's & K Road and the west line of said 114.696 acres, to a point;

North 01°48'26" East, a distance of 193.79 feet, continuing, with the centerline of North 3 B's & K Road and the west line of said 114.696 acres, to a point;

Thence South 86°08'23" East, a distance of 30.02 feet, with a line of said 114.696 acres, to a point in the east right of way line of said North 3 B's & K Road;

Thence North 01°48'26" East, a distance of 599.98 feet, with the line common to said 114.696 acres and the east right of way of said 3 B's & K Road, to a point;

Thence North 86°08'23" West, a distance of 30.02 feet, to a point in the centerline of said North 3 B's & K Road;

Thence North 01°48'26" East, a distance of 120.88 feet, with the common line of said 141.696 acres and the centerline of said North 3 B's & K Road, to a point at the northwest corner of said 141.696 acres;

Thence South 86°01'30" East, a distance of 536.92 feet, with the north line of said 141.696 acres, to the southwest corner of said 82.992 acres;

Thence with the perimeter of said 82.992 acres the following courses:

North 01°59'52" East, a distance of 465.60 feet, to a point;

North 89°04'06" East, a distance of 39.12 feet, to a point in the east line of Berlin Township;

Thence South 03°50'28" West, a distance of 2179.93 feet, through said 114.696 acres and with the east line of said Berlin Township, to the **POINT OF TRUE BEGINNING**, and containing 21.029 acres, more or less.

The bearings shown on the above description are based on the portion of the centerline of 3 B's & K Road as being North 03°53'05" East as established by GPS observations on August 23, 2016.

The above description is not intended to be used for the transfer of real property and does not meet the minimum conveyance standards set forth by the Delaware County Engineer and Delaware County Auditor's Office.

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**DESCRIPTION OF 0.839 ACRES  
BERLIN TOWNSHIP, DELAWARE COUNTY OHIO**

Situated in the State of Ohio, County of Delaware, Township of Berlin, Farm Lots 1 and 2, Section 1, Township 4, Range 17, being part of that 82.992 acres described in deed to Brookdoc II Investments, of record in Official Record 1482, Page 462, all being of record in the Recorder's Office, Delaware County, Ohio, and being more particularly described as follows:

**BEGINNING**, at a corner of said 82.992 acres in the centerline of North 3 B's & K Road (County Road 35);

Thence North 01°50'35" East, a distance of 60.07 feet, with the centerline of North 3 B's & K Road and a west line of said 82.992 acres, to a corner of said 82.992 acres;

Thence North 89°08'42" East, a distance of 590.62 feet, with a north line of said 82.992 acres, to a point in the east line of said Berlin Township;

Thence South 03°50'28" West, a distance of 108.42 feet, through said 82.992 acres and with the east line of said Berlin Township, to a point;

Thence with the south line of said 82.992 acres the following courses:

North 43°29'33" West, a distance of 65.32 feet, to a point;

South 89°08'42" West, a distance of 540.33 feet, to the **POINT OF TRUE BEGINNING**, and containing 0.839 acres, more or less.

The bearings shown on the above description are based on the portion of the centerline of 3 B's & K Road as being North 03°53'05" East as established by GPS observations on August 23, 2016.

The above description is not intended to be used for the transfer of real property and does not meet the minimum conveyance standards set forth by the Delaware County Engineer and Delaware County Auditor's Office.

**DESCRIPTION OF 6.043 ACRES  
BERLIN TOWNSHIP, DELAWARE COUNTY OHIO**

Situated in the State of Ohio, County of Delaware, Township of Berlin, Farm Lot 1, Section 1, Township 4, Range 17, being part of that 82.992 acres and that 42.857 acres described in deed to Brookdoc II Investments, of record in Official Record 1482, Page 462, all being of record in the Recorder's Office, Delaware County, Ohio, and being more particularly described as follows:

**BEGINNING**, at a corner of said 82.992 acres in the centerline of North 3 B's & K Road (County Road 35);

Thence North 24°56'03" East, a distance of 552.19 feet, with the centerline of North 3 B's & K Road and a west line of said 82.992 acres and said 42.857 acres, to a point;

Thence North 24°34'10" East, a distance of 406.15 feet, with the centerline of North 3 B's & K Road and a west line of said 42.857 acres, to the northwest corner of said 42.857 acres;

Thence South 86°32'37" East, a distance of 134.02 feet, with a north line of said 42.857 acres, to a point in the west line of Berlin Township;

Thence South 03°50'28" West, a distance of 856.81 feet, through said 82.992 acres and with the east line of said Berlin Township, to a point;

Thence South 89°08'42" West, a distance of 478.10 feet, to the **POINT OF TRUE BEGINNING**, and containing 6.043 acres, more or less.

The bearings shown on the above description are based on the portion of the centerline of 3 B's & K Road as being North 03°53'05" East as established by GPS observations on August 23, 2016.

The above description is not intended to be used for the transfer of real property and does not meet the minimum conveyance standards set forth by the Delaware County Engineer and Delaware County Auditor's Office.

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**DESCRIPTION OF 212.581 ACRES  
BERKSHIRE TOWNSHIP, DELAWARE COUNTY OHIO**

Situated in the State of Ohio, County of Delaware, Township of Berkshire, Farm Lots 1, 2 and 3, Section 1, Township 4, Range 17, being part of that 82.992 acres and that 42.857 acres described in deed to Brookdoc II Investments, of record in Official Record 1482, Page 462, and part of that 114.696 acres described in deed to Brookdoc Investments, of record in Official Record 1025, Page 389, all being of record in the Recorder's Office, Delaware County, Ohio, and being more particularly described as follows:

**BEGINNING**, at the intersection of the west line of Berkshire Township and the south line of said 114.696 acres;

Thence North 03°50'28" East, a distance of 3698.99 feet, through said 114.696 acres, said 82.992 acres and said 42.857 acres and with the west line of said Berkshire Township, to a point in the north line of said 42.857 acres;

Thence 86°32'37" East, a distance of 576.49 feet, with the north line of said 42.857 acres, to a point;

Thence South 86°47'52" East, a distance of 1986.19 feet, continuing with the north line of said 42.857 acres, to the northeast corner of said 42.857 acres, also being in the west line of the Limited Access right of way of Interstate 71;

Thence South 04°05'15" West, a distance of 2079.55 feet, with the west line of the limited access right of way of said Interstate 71 and the east lines of said 42.857 acres and said 82.992 acres, to the southeast corner of said 82.992 acres;

Thence North 86°01'43" West, a distance of 299.15 feet, with the south line of said 82.992 acres, to the northeast corner of said 114.696 acres;

Thence South 04°13'50" West, a distance of 420.93 feet, with the east line of said 114.696 acres, to a point;

Thence South 30°48'41" East, a distance of 523.76 feet, with the east line of said 114.696 acres, to a point in the west line of the limited access right of way of said Interstate 71;

Thence with the west line of the limited access right of way of said Interstate 71 and east line of said 114.696 acres, the following courses:

South 04°06'53" West, a distance of 10.04 feet, to a point;

South 04°24'53" West, a distance of 516.18 feet, to a point;

South 10°28'36" West, a distance of 214.55 feet, to a point;

Thence with the southerly line of said 114.696 acres, the following courses:

North 86°07'23" West, a distance of 59.67 feet, to a point;

South 10°28'20" West, a distance of 39.87 feet, to a point;

North 86°07'58" West, a distance of 1357.73 feet, to a point;

South 02°07'58" West, a distance 20.01 feet, to a point;

North 85°58'10" West, a distance of 1097.99 feet, to the **POINT OF TRUE BEGINNING**, and containing 212.581 acres, more or less.

The bearings shown on the above description are based on the portion of the centerline of 3 B's & K Road as being North 03°53'05" East as established by GPS observations on August 23, 2016.

The above description is not intended to be used for the transfer of real property and does not meet the minimum conveyance standards set forth by the Delaware County Engineer and Delaware County Auditor's Office.

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

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**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator  
 -The Lower Scioto turns on the valve today  
 -Would like to officially thank the Commissioners for the appointment of County Administrator

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**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis  
 -Thrilled to have Mike, Dawn and Si on board as the leadership for the county. Great teamwork already.  
 -36/37 study presentation last week will prove to be valuable for long term planning.

Commissioner Merrell  
 -Attended the Veteran's Day breakfast on Saturday. There were some challenges that need addressed for future

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events like that. Would like to ask fellow commissioners for permission to take the lead to ensure the County's veterans are best served.

- The Veterans Day parade was also Saturday.
- Yesterday the Brown Township held a ribbon cutting ceremony to celebrate their new township hall.

Commissioner Benton

- Attended the Sunbury Chamber dinner Thursday evening.
- Attended the Central Ohio Youth Center board meeting last Thursday. They have noticed an increase in the number of mentally ill youth being housed in the facility.
- Attended MORPC last week.
- Tomorrow is the Agricultural Society vote. The last day to register to vote is today.
- Tomorrow is the Economic Development forum at Ohio Wesleyan. Bob Lamb will be speaking.

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RESOLUTION NO. 17-1218

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:**

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of employment; compensation of a public employee or public official.

Vote on Motion	Mr. Benton	Aye	Mr. Merrell	Aye	Mrs. Lewis	Aye
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RESOLUTION NO. 17-1219

**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.

Vote on Motion	Mr. Merrell	Aye	Mr. Benton	Aye	Mrs. Lewis	Aye
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There being no further business, the meeting adjourned.

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Gary Merrell

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Barb Lewis

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Jeff Benton