

**COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD NOVEMBER 26, 2018**

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

**Present:**  
**Gary Merrell, President**  
**Barb Lewis, Vice President**  
**Jeff Benton, Commissioner**

**9:45 A.M. Public Hearing For Possible Issuance By The Issuer Of Health Care Facilities Revenue Refunding Bonds Series 2018 (Willow Brook Christian Communities) In A Principal Amount Not To Exceed \$40,000,000 Pursuant To Chapter 140 Of The Ohio Revised Code**

**1  
RESOLUTION NO. 18-1292**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 19, 2018:**

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 19, 2018; 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  
RESOLUTION NO. 18-1293**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1121 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1121:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1121, memo transfers in batch numbers MTAPR1121 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Pelton Environmental	Water Reclamation	66211903-5201	\$14,396.12
Beem's BP	Fuel Service Center	10011106-5228	\$20,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1805759	TREASURER, STATE OF OHIO	2018 ANNUAL DISCHARGE FEE - OECC	66211903 - 5316	\$ 5,200.00
R1805759	TREASURER, STATE OF OHIO	2018 ANNUAL DISCHARGE FEE - ALUM CREEK	66211904 - 5316	\$ 5,200.00
R1805759	TREASURER, STATE OF OHIO	2018 ANNUAL DISCHARGE FEE - HOOVERWOODS	66211912 - 5316	\$ 200.00
R1805759	TREASURER, STATE OF OHIO	2018 ANNUAL DISCHARGE FEE - SCIOTO HILLS	66211912 - 5316	\$ 200.00

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

**5  
RESOLUTION NO. 18-1294**

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

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

The Child Support Enforcement Agency is requesting that Jason Porter and Brandy Krouse attend a Seek Work Meeting in Wooster, Ohio December 13, 2018, at the cost of \$20.00 (fund number 23711630).

The Child Support Enforcement Agency is requesting that Joyce Bowens, Lisa Thompson and Darci Sholler attend a Making Change Work for You presentation in Columbus, Ohio November 27, 2018, at the cost of \$100.00 (fund number 23711630).

The Code Compliance department is requesting that Ed Spiers attend an Ohio Board of Building Standards Code Academy in Columbus, Ohio on December 3, 2018 at no cost.

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

**6**  
**RESOLUTION NO. 18-1295**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR JUVENILE COURT:**

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

<b>Transfer of Appropriation</b>			
<b>From:</b>		<b>To:</b>	
27426314-5101		27426314-5001	7,000.00
Crime Victims CASA/Health Insurance		Crime Victims CASA/Compensation	

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

**7**  
**RESOLUTION NO. 18-1296**

**IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND ADVANTAGE FAMILY OUTREACH AND FOSTER CARE:**

It was moved by Mr. Benton, 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 with Advantage Family Outreach and Foster Care;

Now, Therefore, Be It Resolved that the Delaware County Board of Commissioners approves the following contract amendment with Advantage Family Outreach and Foster Care for a Child Care Placement provider:

**FIRST AMENDMENT TO THE AGREEMENT  
FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD  
PLACEMENT BETWEEN DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY  
SERVICES AND ADVANTAGE FAMILY OUTREACH AND FOSTER CARE**

This First Amendment to the Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement Between Delaware County Department of Job and Family Services (“Agency”) and Advantage Family Outreach and Foster Care (“Provider”)(“First Amendment”) is entered into this November 26, 2018.

**Whereas**, Agency and Provider have entered an Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement with a term of January 1, 2019 through June 30, 2020 (“Agreement”); and

**Whereas**, Article XV of the Agreement allows the Parties to amend the Agreement via a written amendment signed by both parties; and,

**Whereas**, Agency and Provider desire and have agreed to amend the Agreement to include the additional terms and conditions set forth herein.

**Now Therefore**, the Parties agree to amend the Agreement as follows:

**Section 1 – Supplemental Terms and Conditions**

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The following terms and conditions shall be added to and supplement the indicated sections of the Agreement:

- A. Article II.** This agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for one (1) additional one (1) year term.
- B. Article V.B.** Provider agrees to submit a monthly progress report as negotiated by the parties to the Children Services Assistant Director for each child no later than the fifteenth (15<sup>th</sup>) day of each month. The progress report will be based on the child's Individual Child Care Agreement and case plan and should include documentation of services provided to the child (visits to the child, counseling outcome(s), etc.). Failure to submit the progress reports may result in a delay of payment until such time as the Provider comes into compliance.
- C. Article V.D. and V.E.** Notification as required by these sections shall be made to the Agency's 24/7 emergency number. The emergency number is 740-833-2340.
- D. Article V.E.** Provider also agrees to notify the Agency when and if the following safety condition exists: - The child's medication has changed.
- E. Article V.** Provider agrees to transfer copies of the child's records to the Agency within forty-eight (48) hours of the request, excluding weekends and holidays. Copies of the records are to be submitted electronically via email as an attachment, scanned pdf file(s), or via facsimile (fax).
- F. Article V.** Provider agrees to provide transportation for the child to subsequent placements including those outside the Provider network. Transportation shall be limited to within the State of Ohio.
- G. Article VIII.** Provider agrees to provide written notification to the Agency of requested per diem rate changes. Written notification shall be sent electronically via email to the attention of Ms. Sandy Honigford, Assistant Director, whose email address is [sandy.honigford@jfs.ohio.gov](mailto:sandy.honigford@jfs.ohio.gov) and Mr. Steven Sikora, Fiscal Supervisor, whose email address is [steven.sikora@jfs.ohio.gov](mailto:steven.sikora@jfs.ohio.gov). Written notification shall contain the total per diem rate and the per diem rate components (Maintenance, Administration, Transportation, Other, etc.). Per diem rate changes shall take effect the first calendar day of the month after the per diem rate change has been formally approved by the Provider and Agency in a contract amendment. Provider and Agency shall ensure service levels and per diem rates specified in an Individual Child Care Agreement (ICCA) are incorporated into the contract. In the event of a conflict between the per diem rate represented in an ICCA and the rates mutually agreed upon in the contract, rates in the contract shall prevail. In the event that an ICCA specifies a service level that is not yet included in the per diem rate schedule in the contract, Provider shall not provide the services for or bill the Agency for the services until the service level and related per diem rate has been incorporated into the contract through a contract amendment.
- H. Article XX.A.** Agency agrees to waive the requirement for One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage.
- I. Article XX.D.** In lieu of the coverage amount indicated in the Agreement, Provider agrees to procure and maintain Umbrella and Excess liability insurance coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate above the commercial general and business auto primary policies.
- J. Article XX.F.** The Delaware County Board of Commissioners (Board") shall be listed as the Certificate Holder.

**SECTION 2 – Added Terms and Conditions**

The following terms and conditions shall be added to the Agreement:

- A. Independent Contractor Acknowledgement/No Contribution to OPERS.** Agency, Board, and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified the Provider as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Provider and/or any of its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Provider acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Provider is an individual or has less than five (5) employees, Provider, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor/Worker Acknowledgement Form ("OPERS Form"). The OPERS Form is attached to this First Amendment as Exhibit 1. The Agency shall retain the completed OPERS Form(s) and immediately transmit a copy(ies) of it/them to OPERS.

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If Provider has five (5) or more employees, Provider, by signature of its authorized representative below, hereby certifies such fact in lieu of completing the OPERS Form:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**B. Campaign Finance – Compliance with R.C. § 3517.13.** Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. The Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Agency from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this First Amendment as Exhibit 2.

**Section 3 - Miscellaneous**

**A. Exhibits to Agreement.**

1. Exhibit 1 – Scope of Work. This exhibit is referenced throughout the Agreement. It does not exist.
2. Exhibits II and III. The Agreement was not competitively bid. These exhibits do not exist.
3. Exhibit IV – Rate Schedule. This exhibit is also referenced as “Schedule A.” It is attached to the Agreement labeled “Title IV-E Schedule A Rate Information.”

**B. Attachments to First Amendment.** The following are attached to this First Amendment and by this reference are incorporated into this First Amendment:

1. OPERS Independent Contractor/Worker Acknowledgement.
2. Certification/Affidavit in Compliance with O.R.C. Section 3517.13.

**C. Conflicts.** In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

**D. Other Terms and Conditions Unchanged.** All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

**E. Signatures.**

1. Unless otherwise stated and unless the Agreement is otherwise signed by the Board or, where authorized, the Delaware County Administrator (“Administrator”) on behalf of the Board, the signatures of the Board or Administrator below shall be approval of both the Agreement and this First Amendment.
2. 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 and is authorized to bind such principal.

**F. Auditor’s Certification.** The Auditor’s Certification attached to this First Amendment shall serve as the Auditor’s Certification for the Agreement.

**IN WITNESS WHEREOF**, the Parties have executed the Agreement and this First Amendment as of the date of the signature of the Parties.

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

**8**  
**RESOLUTION NO. 18-1297**

**IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR MEADOWS AT HOME ROAD – HOMESTEAD AT SCIOTO RESERVE SANITARY SEWER CONNECTION:**

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider's Agreement for Meadows at Home Road – Homestead at Scioto Reserve Sanitary Sewer Connection;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider's Agreement for Meadows at Home Road – Homestead at Scioto Reserve Sanitary Sewer Connection:

**SUBDIVIDER'S AGREEMENT**  
**DELAWARE COUNTY SANITARY ENGINEER**

**SECTION I: INTRODUCTION**

This Agreement is entered into on this 26<sup>th</sup> day of November 2018, by and between **C.V. Real Properties, LLC**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County"), and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvement Plans for Meadows at Home Road – Homestead at Scioto Reserve Sanitary Sewer Connection**, dated **August 22, 2018**, and approved by the County on **October 8, 2018**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

**SECTION II: CAPACITY**

There are **0** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

**SECTION III: FINANCIAL WARRANTY**

For Off-Site Improvements, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$264,519.29**) which is acceptable to the County Commissioners to insure faithful performance for said Off-Site Improvements.

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider 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 Improvements for **Meadows at Home Road – Homestead at Scioto Reserve Sanitary Sewer Connection**.

**SECTION IV: FEES**

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Sanitary Sewer Improvements for Meadows at Home Road – Homestead at Scioto Reserve Sanitary Sewer Connection (\$9,258.17)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Meadows at Home Road – Homestead at Scioto Reserve Sanitary Sewer Connection (\$22,484.00)**. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Meadows at Home Road – Homestead at Scioto Reserve Sanitary Sewer Connection** as required by the County.

**SECTION V: CONSTRUCTION**

All public improvement construction shall be performed within one (1) year from the date of the

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approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and 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 action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

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

**SECTION VI: EASEMENTS**

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

**SECTION VII: COMPLETION OF CONSTRUCTION**

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.

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(5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

**SECTION VIII: SIGNATURES**

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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

**9**

**RESOLUTION NO. 18-1298**

**IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR THE COURTYARDS AT SOUTH SECTION LINE PHASES 1&2:**

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

Whereas, the construction of new sanitary sewers at The Courtyards At South Section Line Phases 1&2 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

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

<b>The Courtyards At South Section Line Phases 1&amp;2</b>	3,000' of 8- inch sewer	\$244,395.00
	15 ea.- manholes	\$ 49,300.00
	P.S. & F.M.	\$462,524.51

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            Mr. Merrell        Aye    Mrs. Lewis        Aye    Mr. Benton        Aye

**10**

**RESOLUTION NO. 18-1299**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR THE REGIONAL SEWER DISTRICT:**

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

**Transfer of Appropriation**

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<b>From:</b>	<b>To:</b>	
66211901-5410	66211902-5319	\$30,000.00
SRF-Building/Improvements > \$25,000	SRF-SanitaryEng./ Reimbursements/Refunds	

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

**11  
RESOLUTION NO. 18-1300**

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE FOR TOM L. ROLL & JULIA A. ROLL FOR THE PROJECT KNOWN AS DEL-TR 99-1.79, PIATT ROAD EXTENSION:**

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

Whereas, the County Engineer recommends approval of the Contract of Sale and Purchase for Tom L. Roll and Julia A. Roll for the project known as DEL-TR 99-1.79, Piatt Road Extension;

Now, Therefore, Be It Resolved by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Delaware County Board of Commissioners approves the Contract of Sale and Purchase for Tom L. Roll and Julia A. Roll for the project known as DEL-TR 99-1.79, Piatt Road Extension as follows:

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

**WITNESSETH:** On this 26<sup>th</sup> day of November, 2018, Tom L. Roll & Julia A. Roll whose address is 2747 Gregory Road, Delaware, Ohio 43015, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)  
Parcels 24-WD; 24-S; 24-T1, T2  
DEL-TR 99-1.79, Piatt Road Extension

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

**TERMS OF PURCHASE:**

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Eighty-Eight Thousand Nine Hundred Seventy-One Dollars (\$88,971)** which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
  - (A) All title, rights, and interest in and to the PROPERTY; and,
  - (B) For damages to any residual lands of the SELLER; and,
  - (C) For SELLER’s covenants herein; and,
  - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
  - (E) For any supplemental instruments necessary for transfer of title.

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

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with

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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. PURCHASER further agrees that it shall not levy any assessment against the SELLER or SELLER's residual lands for the road improvement project known as DEL-TR 99-1.79, Piatt Road Extension, and PURCHASER shall, as a part of said project, repair any damaged drainage tiles encountered on the subject property during construction activity.
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

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

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

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or injury suffered to the SELLER or the SELLER’s business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

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

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

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

**12**

**RESOLUTION NO. 18-1301**

**IN THE MATTER OF SETTING THE BID DATE FOR THE PROJECT KNOWN AS THE FANCHER ROAD WATERSHED DRAINAGE IMPROVEMENT PROJECT:**

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

Whereas, in Resolution No. 18-665, the Delaware County Board of Commissioners (the “Board”) found in favor of the improvement and affirmed the order for the project known as Fancher Road Watershed Drainage Improvement Project (the “Improvement”); and

Whereas, in Resolution No. 18-666, the Board confirmed the assessments, approved the payment schedule, and ordered the letting of the contracts for the Improvement; and

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

Whereas, the County Engineer has estimated the construction cost of the Improvement to be \$62,291.89; and

Whereas, the County Engineer recommends approval of the Bid Opening Date and Time for the Improvement;

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

Section 1: The final bid documents, specifications, and estimate for the Improvement are hereby approved.

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

**Public Notice  
Advertisement for Bids**

Bids shall be submitted electronically through the [www.bidexpress.com](http://www.bidexpress.com) webservice until 10:00 am on Tuesday, December 18, 2018, at which time they will be publicly received and read aloud, for the project known as:

**O.R.C. 6131 Drainage Improvement Project  
Fancher Drainage Improvement Project**

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

**THE ENGINEERS CONSTRUCTION ESTIMATE FOR THE PROJECT IS \$62,291.89 PER O.R.C. 6131.40 NO BIDS SHALL BE ACCEPTED THAT EXCEEDS THE ENGINEER’S CONSTRUCTION ESTIMATE.**

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

This notice is posted on the Delaware County website at [www.co.delaware.oh.us](http://www.co.delaware.oh.us) and may be accessed by selecting "Public Notices and Bids."

The Owner requires that all work associated with the project be completed before May 31, 2019. The estimated commencement of work date is January 14, 2019.

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

Delaware Gazette Advertisement Date:  
December 3, 2018

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

**13**

**RESOLUTION NO. 18-1302**

**IN THE MATTER OF APPROVING THE DEVELOPER’S AGREEMENTS FOR CONTRIBUTION FOR S. GALENA ROAD IMPROVEMENTS IN CONJUNCTION WITH NORTHSTAR SECTION 1, PHASE B AND SELDOM SEEN ROAD IMPROVEMENTS IN CONJUNCTION WITH VERONA SECTION 3:**

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

Whereas, as the Engineer recommends approving the Developer’s Agreements for Contribution for S. Galena Road Improvements in conjunction with Northstar Section 1, Phase B and Seldom Seen Road Improvements in conjunction with Verona Section 3;

Now, Therefore, Be It Resolved that the Delaware County Board of Commissioners approves the Developer’s Agreements for Contribution for S. Galena Road Improvements in conjunction with Northstar Section 1, Phase B and Seldom Seen Road Improvements in conjunction with Verona Section 3 as follows:

**Northstar Section 1, Phase B**

**DEVELOPER’S AGREEMENT**

**THIS AGREEMENT** made and entered into this 19<sup>th</sup> day of November, 2018, by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC**, hereinafter called the **OWNER**, is governed by the following considerations, to wit:

- 1) The **OWNER** is constructing a development known as Northstar Section 1, Phase B, aka Wilshire Subdivision (the “Development”), which will include a new roadway access to South Galena Road and contribute to the need for improvements to South Galena Road or other roadways in the vicinity of the Development which shall be constructed by the **COUNTY** (the “Improvements”).
- 2) Upon execution of this Agreement, the **OWNER** shall pay to the **COUNTY** Eighty-Two Thousand Dollars (\$82,000), mutually agreed to be the **OWNER’S** proportional share of, and contribution toward, the cost and expense of the Improvements, the payment of which the **COUNTY** agrees is in full satisfaction of the **OWNER’S** obligation to construct a right turn lane on South Galena Road in connection with the Development. **OWNER** further agrees that such contribution may be used as determined by the **COUNTY**, in its sole discretion, for improvements to South Galena Road, or any other public roadway in the vicinity thereof, benefitting the Development.

**Verona Section 3**

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DEVELOPER’S AGREEMENT

THIS AGREEMENT made and entered into this 19<sup>th</sup> day of November, 2018, by and between the COUNTY OF DELAWARE (acting through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and VERONA LLC, AN OHIO LIMITED LIABILITY COMPANY, hereinafter called the OWNER, is governed by the following considerations, to wit:

- 1) The OWNER is constructing a development known as Verona Section 3 (the “Development”), which will include a new roadway access to Seldom Seen Road and contribute to the need for improvements to Seldom Seen Road or other roadways in the vicinity of the Development which shall be constructed by the COUNTY (the “Improvements”).
- 2) On or before October 1, 2019, the OWNER shall pay to the COUNTY Three Hundred Three Thousand Eight Hundred Dollars (\$303,800), mutually agreed to be the OWNER’S proportional share of, and contribution toward, the cost and expense of the Improvements. OWNER further agrees that such contribution may be used as determined by the COUNTY for improvements to Seldom Seen Road, or any other public roadway in the vicinity thereof, benefitting the Development.
- 3) The OWNER is to provide a bond, irrevocable letter of credit, or other approved financial warranty in the amount of Three Hundred Three Thousand Eight Hundred Dollars (\$303,800), payable to the BOARD OF COUNTY COMMISSIONERS, to insure the faithful performance of this AGREEMENT. Said financial warranty will be released and returned to the OWNER within thirty (30) days of the receipt of payment as required in Section 2 hereof.
- 4) To the extent the OWNER, either directly or through its agents or contractors, performs any work within the COUNTY’S right-of-way, the OWNER shall indemnify and hold the COUNTY free and harmless from any and all claims for damages of every nature arising or growing out of the work.
- 5) The OWNER further agrees that any violation of or noncompliance with any of the provisions as stipulations of this AGREEMENT shall constitute a breach of contract, and the Delaware County Engineer shall have the right to suspend or terminate any permit for access to or work within the COUNTY right-of-way.
- 6) If the OWNER should become unable to carry out the provisions of this AGREEMENT, the OWNER’S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.
- 7) In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants to the OWNER or his agent the right and privilege to access the Improvements stipulated herein, subject to the issuance of a right-of-way work permit.

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

14

RESOLUTION NO. 18-1303

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITIONS AND DITCH MAINTENANCE ASSESSMENTS FOR HOWARD FARMS, SUMMERWOOD LAKES SECTION 2 AND COURTYARDS AT THE RAVINES:

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

Howard Farms

WHEREAS, on November 26, 2018, a Ditch Maintenance Petition for Howard Farms 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 Howard Farms off of Cheshire Road in Berlin Township; and

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

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

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

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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 \$1,911,804.37 For Sections 1A & 1B and Future Sections for the benefit of the lots being created in this subdivision. 175 lots (total all sections) are being created in this plat 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 \$10,924.60 per lot. An annual maintenance fee equal to 2% of this basis (\$218.49) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in Sections 1A & 1B (44 lots) in the amount of \$9,613.56 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 2 (25 Lots) \$5,462.25
- Section 3 (26 Lots) \$5,680.74
- Section 4 (17 Lots) \$3,714.33
- Section 5 (22 Lots) \$4,806.78
- Section 6 (22 Lots) \$4,806.78
- Section 7 (19 Lots) \$4,151.31

**Summerwood Lakes Section 2**

WHEREAS, on November 26, 2018, a Ditch Maintenance Petition for Summerwood Lakes Section 2s 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 Summerwood Lakes Section 2 off of S. 3B's & K Road in Berkshire 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 \$343,633.69 for the benefit of the lots being created in this subdivision. 37 lots are being created in this plat 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 \$9,287.40 per lot. An annual maintenance fee equal to 2% of this basis (\$185.75) will be collected for each lot. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$6,872.75 has been paid to Delaware County, receipt of which is hereby acknowledged.

**Courtyards at the Ravines**

WHEREAS, on November 26, 2018, a Ditch Maintenance Petition for Courtyards at the Ravines 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 Courtyards at the Ravines off of Lewis Center Road in Orange Township; and

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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 \$45,015.34 for the benefit of the condominium units being created in this development. The developed condominium area of 55 units will receive an equal share of the benefit (cost) of the project on a per acre basis. The basis for calculating the assessment for each condominium unit is therefore \$818.46 per unit. An annual maintenance fee equal to 2% of this basis (\$16.37) will be collected for each developed condominium unit. It is understood that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the units in the amount of \$900.31 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

**15**

**RESOLUTION NO. 18-1304**

**IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR SUMMERWOOD LAKES SECTION 2:**

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

Whereas, Homewood Corporation has submitted the Plat of Subdivision ("Plat") for Summerwood Lakes Section 2, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berkshire Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on September 26, 2018; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on September 25, 2018; 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 September 28, 2018; 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 10, 2018; 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 29, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Summerwood Lakes Section 2

**Summerwood Lakes Section 2**

Situated in the State of Ohio, County of Delaware, Township of Berkshire, being part of Farm Lot 30, Quarter Township 3, Township 4, Range 17, United States Military Lands, being a 27.683 acre subdivision out of an 81.005 acre tract of land (Parcel 1) described in a Deed to Homewood Corporation of Record in Official Record Volume 509, Page 2599, all references being to the Records of the Recorder's Office, Delaware County, Ohio.. Cost: \$111.

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

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**16**

**RESOLUTION NO. 18-1305**

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

It was moved by Mr. Benton, 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
U18-177	Consolidated Electric	Meredith Road & Justmere Road	Install fiber optic cable
U18-178	AEP	Various	Provide single customer service
U18-179	Suburban Natural Gas	Mirasol Section 2	Lay gas main
U18-180	American Cell, LLC	Venture Dr.	Place small cell pole
U18-181	Columbia Gas	Olentangy Falls 4 B	Install gas main
U18-182	MCI Metro	Green Meadows Dr N	Install fiber optic cable
U18-183	Columbia Gas	Northstar 1B	Install gas main

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

**17**

**RESOLUTION NO. 18-1306**

**IN THE MATTER OF ACCEPTING ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS AND RELEASING SURETIES FOR NORTHSTAR SECTION 3, PHASE A; NORTHSTAR SECTION 3, PHASE B; WILSON AND RIDER ROADS – TANGER OUTLET MALL; CLARKSHAW MOORS SECTION 1; AND CLARKSHAW MOORS SECTION 2:**

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

**Northstar Section 3, Phase A**

Whereas, the Engineer has reviewed the roadway construction of the roads within Northstar Section 3, Phase A (Subdivision) and finds them to be constructed in accordance with the approved plans; and

Whereas, the Engineer recommends that the following Roadways within the Subdivision be accepted into the public system:

- An addition of 0.26 mile to Township Road Number 1643, Gingerfield Way
- Cimarron Court, to be known as Township Road Number 1722

Whereas, the Engineer also recommends that a 25 mph speed limit be established throughout the Subdivision; and

Whereas, The Engineer also requests that stop conditions be established at the following intersections within the Subdivision:

- On Township Road Number 1722, Cimarron Court at its intersection with Township Road Number 1643, Gingerfield Way

Whereas, the Engineer also requests approval to return the bond being held as maintenance surety to the owner, Northstar Residential Development, LLC.; and

**Northstar Section 3, Phase B**

Whereas, the Engineer has reviewed the roadway construction of the roads within Northstar Section 3, Phase B (Subdivision) and finds them to be constructed in accordance with the approved plans; and

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Whereas, the Engineer recommends that the following Roadways within the Subdivision be accepted into the public system:

- An addition of 0.13 mile to Township Road Number 1643, Gingerfield Way
- Woodruff Drive, to be known as Township Road Number 1721
- Buttercup Court, to be known as Township Road Number 1723

Whereas, the Engineer also recommends that a 25 mph speed limit be established throughout the Subdivision; and

Whereas, the Engineer also requests that stop conditions be established at the following intersections within the Subdivision:

- On Township Road Number 1643, Gingerfield Way, at its intersection with Township Road Number 1721, Woodruff Drive
- On Township Road Number 1721, Woodruff Drive, at its intersection with Township Road Number 56, Wilson Road
- On Township Road Number 1723, Buttercup Court, at its intersection with Township Road Number 1721, Woodruff Drive

Whereas, The Engineer also requests approval to return the bond being held as maintenance surety to the owner, Northstar Residential Development, LLC; and

**Wilson and Rider Road – Tanger Outlet Mall**

Whereas, the Engineer has reviewed the roadway construction of the roads within Wilson and Rider Roads – Tanger Outlet Mall (Subdivision) and finds them to be constructed in accordance with the approved plans; and

Whereas, the Engineer recommends that the following Roadways within the Subdivision be accepted into the public system:

- Wilson Road, to be known as County Road Number 58
- Rider Road, to be known as Township Road Number 1673

Whereas, the Engineer also recommends that a 25 mph speed limit be established throughout the Subdivision; and

Whereas, the Engineer also requests that stop conditions be established at the following intersections within the Subdivision:

- On County Road Number 58, Wilson Road, at its intersection with US 36/SR37 (traffic signal)
- On County Road Number 58, Wilson Road (traffic signal), at its intersection with Township Road Number 1673, Rider Road
- On County Road Number 58, Wilson Road, at its intersection with the Mall Drive (private traffic signal)
- On County Road 56, Wilson Road, at its intersection with Township Road Number 1673, Rider Road

Whereas, the Engineer also requests approval to return the bond being held as maintenance surety to the owner, Columbus Outlets, LLC.; and

**Clarkshaw Moors Section 1**

Whereas, the Engineer has reviewed the roadway construction of the roads within Clarkshaw Moors Section 1 (Subdivision) and finds them to be constructed in accordance with the approved plans; and

Whereas, the Engineer recommends that the following Roadways within the Subdivision be accepted into the public system:

- Meadowhaven Drive, to be known as Township Road Number 1713
- Landgate Drive, to be known as Township Road Number 1714
- Stonehill Way, to be known as Township Road Number 1715
- Grouse Point, to be known as Township Road Number 1716

Whereas, the Engineer also recommends that a 25 mph speed limit be established throughout the Subdivision; and

Whereas, the Engineer also requests that stop conditions be established at the following intersections within the Subdivision:

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- On Township Road Number 1713, Meadowhaven Drive, at its intersection with Township Road Number 139, Clark-Shaw Road
- On Township Road Number 1714, Landgate Drive, at its intersection with Township Road Number 1713, Meadowhaven Drive
- On Township Road Number 1715, Stonehill Way, at its intersection with Township Road Number 1713, Meadowhaven Drive
- On Township Road Number 1715, Stonehill Way, at its intersection with Township Road Number 1714, Landgate Drive
- On Township Road Number 1716, Grouse Point, at its intersection with Township Road Number 1714, Landgate Drive

Whereas, the Engineer also requests approval to return the bond being held as maintenance surety to the owner, M/I Homes of Central Ohio; and

**Clarkshaw Moors Section 2**

Whereas, the Engineer has reviewed the roadway construction of the roads within Clarkshaw Moors Section 2 (Subdivision) and finds them to be constructed in accordance with the approved plans; and

Whereas, the Engineer recommends that the following Roadways within the Subdivision be accepted into the public system:

- Whitestone Trace, to be known as Township Road Number 1717
- Pyke Drive, to be known as Township Road Number 1718
- Springwick Court, to be known as Township Road Number 1719
- Crowberry Court, to be known as Township Road Number 1720

Whereas, the Engineer also recommends that a 25 mph speed limit be established throughout the Subdivision; and

Whereas, the Engineer also requests that stop conditions be established at the following intersections within the Subdivision:

- On Township Road Number 1717 Whitestone Trace, at its intersection with Township Road Number 139, Clark-Shaw Road
- On Township Road Number 1718, Pyke Drive, at its intersection with Township Road Number 1717, Whitestone Trace
- On Township Road Number 1719, Springwick Court, at its intersection with Township Road Number 1718, Pyke Drive
- On Township Road Number 1720, Crowberry Court, at its intersection with Township Road Number 1719, Springwick Court

Whereas, the Engineer also requests approval to return the bond being held as maintenance surety to the owner, Rockford Homes;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and accepts the roads, approves speed limits, establishes stop conditions, and returns sureties to the owners in accordance with the Engineer’s recommendations stated herein.

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

**18**

**RESOLUTION NO. 18-1307**

**IN THE MATTER OF SETTING THE DATES FOR PUBLIC HEARINGS FOR CONSIDERATION OF LEVYING THE TAX UPON MOTOR VEHICLE REGISTRATIONS AUTHORIZED UNDER OHIO REVISED CODE SECTION 4504.24:**

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

WHEREAS, on June 20, 1988, the Board of Commissioners of Delaware County, Ohio (the “Board”), adopted Resolution No. 206-88, levying two Five Dollar (\$5.00) permissive license taxes authorized by sections 4504.15 and 4504.16 of the Revised Code for the purpose of planning, constructing, improving, maintaining, and repairing public roads, highways, and streets and for other related purposes stated therein; and

WHEREAS, there have been no further permissive license taxes enacted by the Board since the enactment of said resolution; and

WHEREAS, section 4504.24 of the Revised Code, as enacted by House Bill 26 of the 132<sup>nd</sup> General Assembly, authorizes a board of county commissioners to adopt a resolution levying an additional motor

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vehicle tax upon the operation of motor vehicles on the public roads and highways in the county, which tax is in addition to the tax levied by section 4503.02, 4503.07 and 4503.18 and any other taxes levied under Chapter 4504 of the Revised Code, at a rate of Five Dollars (\$5.00) per motor vehicle on all motor vehicles registered in the county; and

WHEREAS, prior to the adoption of any resolution under section 4504.24 of the Revised Code, the board of county commissioners shall conduct two public hearings on the resolution, the second hearing to be not less than three but not more than ten days after the first hearing; and the board shall provide notice of the date, time, and place of both hearings by publication in a newspaper of general circulation in the county, or as provided in Section 7.16 of the Revised Code, once a week on the same day of the week for two consecutive weeks, and the second publication shall be not less than ten but not more than thirty days prior to the first hearing; and

WHEREAS, the County Engineer and Board, upon evaluation of costs required to construct and maintain the county highways have determined that additional funds are necessary to pay for planning, constructing, improving, maintaining, and repairing public roads, highways, and maintaining and repairing bridges and viaducts in Delaware County;

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

Section 1: Public hearings shall be held on the following dates and times at the Office of the Board for consideration of levying the tax upon motor vehicle registrations authorized under section 4504.24 of the Revised Code:

First Hearing – January 24, 2019 at 9:45 a.m.  
Second Hearing – January 28, 2019 9:45 a.m.

Section 2: The Clerk is directed to advertise the following public notice in the Delaware Gazette on Friday, December 28, 2018 and Friday, January 4, 2019:

**PUBLIC NOTICE**

Public Notice is hereby given that the Board of Commissioners of Delaware County, Ohio will hold public hearings for consideration of levying a Five Dollar tax upon motor vehicles registered within Delaware County as authorized under section 4504.24 of the Revised Code on January 24, 2019 at 9:45 a.m. and January 28, 2019 at 9:45 a.m. at the County Commissioner’s Office Hearing Room, 101 North Sandusky Street, Delaware, Ohio 43015.

Section 3: All formal actions of the board relating to the adoption of this resolution were taken in an open meeting of the board in compliance with all legal requirements of section 121.22 of the Revised Code.

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

**19**

**RESOLUTION NO. 18-1308**

**IN THE MATTER OF RE-APPOINTING A MEMBER TO THE DELAWARE COUNTY RURAL ZONING COMMISSION:**

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Rural Zoning Commission (the “RZC”), pursuant to section 303.04 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners shall make appointments to the RZC to fill vacancies in both unexpired and expired terms; and

WHEREAS, the term for Donna Meyer (RZC-3) will expire on December 31, 2018, and Ms. Meyer has communicated a request to be re-appointed; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint a current member of the RZC;

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

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Section 1. The Board hereby approves an exception to the Policy for the re-appointment made herein by choosing to waive the requirement for posting the position and to proceed directly to re-appointment.

Section 2. The Board of Commissioners hereby approves the re-appointment of the following member to the RZC and for the term specified herein:

Position	Appointee	Term Commences	Term Ends
RZC-3	Donna Meyer	January 1, 2019	December 31, 2023

Section 3. The re-appointment approved in this Resolution shall take effect on January 1, 2019.

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

**20**

**RESOLUTION NO. 18-1309**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:**

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

**Supplemental Appropriation**

42011438-5410                      Capital Improvements Reserve/Building and                      700,000.00  
Improvements

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

**21**

**RESOLUTION NO. 18-1310**

**9:45A.M. PUBLIC HEARING FOR POSSIBLE ISSUANCE BY THE ISSUER OF HEALTH CARE FACILITIES REVENUE REFUNDING BONDS SERIES 2018 (WILLOW BROOK CHRISTIAN COMMUNITIES) IN A PRINCIPAL AMOUNT NOT TO EXCEED \$40,000,000 PURSUANT TO CHAPTER 140 OF THE OHIO REVISED CODE:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to open the hearing.

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

**21 continued**

**RESOLUTION NO. 18-1311**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR POSSIBLE ISSUANCE BY THE ISSUER OF HEALTH CARE FACILITIES REVENUE REFUNDING BONDS SERIES 2018 (WILLOW BROOK CHRISTIAN COMMUNITIES) IN A PRINCIPAL AMOUNT NOT TO EXCEED \$40,000,000 PURSUANT TO CHAPTER 140 OF THE OHIO REVISED CODE:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to close the hearing.

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

**22**

**RESOLUTION NO. 18-1312**

**A RESOLUTION DETERMINING THE NECESSITY OF AND AUTHORIZING THE ISSUANCE AND SALE OF HEALTH CARE FACILITIES REVENUE REFUNDING BONDS, SERIES 2018 (WILLOW BROOK CHRISTIAN COMMUNITIES) OF THE COUNTY OF DELAWARE, OHIO IN THE MAXIMUM AGGREGATE PRINCIPAL OF \$40,000,000; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT OF LEASE AND A SUBLEASE IN CONNECTION THEREWITH; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT OF SUBLEASE TO SECURE SUCH BONDS; AUTHORIZING EXECUTION OF A BOND PURCHASE AGREEMENT WITH RESPECT TO SAID BONDS; AND AUTHORIZING THE EXECUTION OF A TAX EXEMPTION CERTIFICATE AND AGREEMENT AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS:**

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

WHEREAS, the County of Delaware, Ohio (the "Issuer") is a "public hospital agency" as that term is defined in Section 140.01 of the Ohio Revised Code; and

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WHEREAS, the Issuer heretofore issued its \$21,830,000 Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2007A (Willow Brook Christian Communities Project) (the "Series 2007A Bonds"), its \$10,000,000 Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2012A (Willow Brook Christian Communities) (the "Series 2012A Bonds"), and its \$7,829,000 Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2012B (Willow Brook Christian Communities) (the "Series 2012B Bonds"), and the Delaware County Port Authority heretofore issued its \$7,250,000 Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2013A (Willow Brook Christian Communities) (the "Series 2013A Bonds," and together with the Series 2007A Bonds, the Series 2012A Bonds and the Series 2012B Bonds, the "Prior Bonds"), the proceeds of each of which were used to finance and refinance the acquisition, construction and equipping of certain "hospital facilities," as such term is defined in Section 140.01 of the Ohio Revised Code ("Hospital Facilities"); and

WHEREAS, the Issuer has determined that the Prior Bonds should be refunded and retired; and

WHEREAS, the Issuer has determined to issue its Health Care Facilities Revenue Refunding Bonds, Series 2018 (Willow Brook Christian Communities) (the "Bonds"), dated the date of initial delivery, the proceeds of which Bonds will be used to currently refund the Prior Bonds; and

WHEREAS, the refunding and retirement of the Prior Bonds will be in the best interest of the Issuer and will provide Hospital Facilities at the lowest possible cost to service the residents of the Issuer, as well as the residents of Franklin County, Ohio, which Hospital Facilities will be available for the service of the general public without discrimination by reason of race, creed, color or national origin; and

WHEREAS, this Board is authorized by the authority contained in Chapter 140, Ohio Revised Code, to issue health care facilities revenue bonds for the aforesaid purposes; and

WHEREAS, this Board has determined to authorize such Bonds and to award the sale thereof to Huntington Public Capital Corporation (the "Original Purchaser"); and

WHEREAS, the Issuer will acquire a leasehold interest in the Existing Facilities, as defined in the Sublease authorized below, and will sublease the Existing Facilities to Willow Brook Christian Communities (the "Corporation"), an Ohio nonprofit corporation, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual and which has authority to operate Hospital Facilities; and

WHEREAS, it is necessary in connection with the issuance of the Bonds and the refunding and retirement of the Prior Bonds to provide for the authorization of an Agreement of Lease, a Sublease, an Assignment of Sublease, a Bond Purchase Agreement and a Tax Exemption Certificate and Agreement and to authorize certain other documents in connection with the issuance of the Bonds; and

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

**SECTION 1.** For the purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities to be available to or for the service of the general public without discrimination by reason of race, creed, color or national origin, this Board, hereby determines, based solely on representations of the Corporation, that revenue bonds shall be issued pursuant to Section 140.06, Ohio Revised Code, in the maximum aggregate principal amount of \$40,000,000 for the purposes set forth in the preambles hereto. Such bonds shall be designated County of Delaware, Ohio, Health Care Facilities Revenue Refunding Bonds, Series 2018 (Willow Brook Christian Communities). The Bonds shall be issued in the form and denomination and shall be executed, dated, be subject to redemption prior to maturity on the dates and at the prices, bear interest at the rate or rates, and be payable on the dates as hereafter provided in the Bond Purchase Agreement hereinafter authorized.

**SECTION 2.** Those words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization shall have the meanings assigned to them in the Sublease or in the Bond Purchase Agreement each as hereinafter defined.

Any reference herein to the Issuer or to any officer or official or employee thereof, shall include those succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing such functions. Any reference herein to any other person or entity shall include his or its respective successors and assigns. Any reference to a section or provision of the Internal Revenue Code of 1986, as amended (the "Code"), the Ohio Constitution or the Act or to a section, provision or chapter of the Ohio Revised Code shall include such section or provision or chapter as from time to time amended, modified, revised, supplemented, or superseded; provided, however, that no such change shall alter the obligation to pay the Bond Service Charges in the amounts and manner, at the times, and from the sources provided in this Bond Legislation, except as otherwise herein permitted, or shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights of the Issuer, a Holder, the Master Trustee, as hereinafter defined, or the Corporation under the Sublease.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa, any pronoun shall be deemed to cover all genders, and the terms "herein," "hereof,"

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"hereby," "hereto," "hereunder," and similar terms, mean this Bond Legislation and not solely the portion hereof in which any such word is used.

**SECTION 3.** The Bonds shall be initially issued as one fully registered Bond in the name of the Original Purchaser, dated as of the date of its initial delivery to the Original Purchaser, numbered R-1, and in the form attached to the Bond Purchase Agreement. The Bonds shall mature not later than December 31, 2038 (subject to all provisions herein for amortization and redemption). Upon any transfer and surrender of the Bonds in accordance with the provisions of the Bond Purchase Agreement, the Issuer shall execute and deliver a new Bond in exchange therefor as provided in the Bond Purchase Agreement.

The principal of the Bonds shall be payable in accordance with the terms of the Bond Purchase Agreement hereinafter authorized, provided that the final payment of principal of the Bonds shall be paid no later than the final maturity date referenced above.

Interest from the date of issuance of the Bonds on the outstanding principal amount of the Bonds shall be payable on each Interest Payment Date commencing on the date specified in the Bond Purchase Agreement. Interest on the outstanding principal balance of the Bonds shall initially be payable from the date of issuance.

Interest on the Bonds shall be calculated as set forth in the form of Bonds attached to the Bond Purchase Agreement. Each payment shall be applied first to interest due and the balance to repayment of principal. All principal and interest shall be paid in full on or before the final maturity date of the Bonds. The Bonds shall be subject to redemption as provided in the Bonds, the Bond Purchase Agreement and the Sublease.

All Bond Service Charges shall be payable in lawful money of the United States of America at the principal office of the Holder, by check, draft or wire transfer.

The Bonds shall be executed on behalf of the Issuer by at least two members of this Board and the County Auditor, provided that any or all of those signatures may be a facsimile. In case any officer whose signature or a facsimile thereof shall appear on the Bonds shall cease to be such officer before the issuance or delivery of the Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until after that time.

**SECTION 4.** The Bonds authorized hereby shall bear on their face a statement that the Bonds are not general obligations, debt or bonded indebtedness of the County of Delaware, Ohio or the State of Ohio or any political subdivision thereof, and the holders or owners of the Bonds are not given the right, and have no right, to have excises or taxes levied by the County of Delaware, Ohio or the State of Ohio or any political subdivision thereof for the payment of the debt service on such Bonds and that the right to such payment is limited to the revenues and funds pledged for such purpose, being the Pledged Receipts, as defined and described in the Sublease.

**SECTION 5.** The members of this Board and such other officers and employees of the Issuer, and their successors are hereby authorized and directed to do all the acts and things required of them by the provisions of the Bonds and the Bond Purchase Agreement hereinafter authorized to the end that full and complete performance of all of the terms, covenants and agreements of the Bonds and Bond Purchase Agreement shall be effected, including taking all actions necessary to complete the sale of the Bonds under the "Blue Sky" laws of any jurisdiction; provided that the Issuer shall not be required to incur any expense or to submit to service of process in connection with any such "Blue Sky" action in any state except Ohio.

**SECTION 6.** This Board hereby determines, based solely on representations of the Corporation, that the leasing of the Existing Facilities from the Corporation and the subleasing of the Existing Facilities to the Corporation, which will operate the Existing Facilities, providing health care to the general public without discrimination by reason of race, creed, color or national origin is undertaken for and will serve the public purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby.

**SECTION 7.** Any two members of this Board be and they are hereby authorized and directed to execute and enter into, on behalf of the Issuer an Agreement of Lease (the "Lease") with the Corporation to acquire a leasehold interest in the Existing Facilities. The Lease shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Lease as aforesaid. It is hereby determined, based solely on representations of the Corporation, that such Lease will promote the public purpose stated in Section 140.02, Ohio Revised Code, and the Issuer will be duly benefited thereby.

**SECTION 8.** Any two members of this Board be and they are hereby authorized and directed to execute and deliver on behalf of the Issuer a Sublease (the "Sublease") with the Corporation and an Assignment of Rights under Agreement of Lease and Sublease (the "Assignment of Sublease") assigning certain rights of the Issuer in the Sublease to The Huntington National Bank, as trustee (the "Master Trustee"), under a Master Trust Indenture dated as of December 1, 2012 between the Corporation and the Master Trustee. The Sublease and the Assignment of Sublease shall be substantially in the forms presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Sublease and Assignment of Sublease as aforesaid. It is hereby determined,

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based solely on representations of the Corporation, that such Sublease will promote the public purpose stated in Section 140.02, Ohio Revised Code, and the Issuer will be duly benefited thereby.

**SECTION 9.** Any two members of this Board be and they are hereby authorized and directed to execute and deliver on behalf of the Issuer a Bond Purchase Agreement, providing for the sale of the Bonds to the Original Purchaser, substantially in the form heretofore presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Bond Purchase Agreement, so long as the terms of purchase contained therein are within the guidelines established in Sections 1, 3 and 4 of this Bond Legislation.

**SECTION 10.** This Board, for and on behalf of the Issuer, to the extent within its control, hereby covenants that it will restrict the use of the proceeds of the Bonds hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code and the regulations prescribed thereunder. Any member of this Board or any other officer having responsibility with respect to the issuance of said Bonds is authorized and directed to give an appropriate certificate on behalf of the Issuer, on the date of delivery of said Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Section 148 and regulations thereunder.

**SECTION 11.** Any two members of this Board be and they are hereby authorized and directed to execute and deliver on behalf of the Issuer a Tax Exemption Certificate and Agreement (the "Tax Agreement"). The Tax Agreement shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Tax Agreement as aforesaid.

**SECTION 12.** The appropriate officers of the Issuer, including but not limited to the County Administrator, be and they hereby are authorized to execute and deliver on behalf of the Issuer such other certificates, documents, instruments, terminations and releases in connection with the issuance and sale of the Bonds as may be required, necessary or appropriate, including, without limitation, any documents which are necessary or appropriate in order to provide that the Bonds constitute "qualified 501(c)(3) bonds" under the Code. Such documents, including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by the appropriate officers of this Board, which approval shall be conclusively evidenced by the execution thereof as aforesaid.

**SECTION 13.** This Board, as the "applicable elected representative" of the Issuer for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves the issuance of the Bonds in the maximum aggregate principal amount of \$40,000,000, the proceeds of which will be used to (1) refund and retire the outstanding principal amount of the (A) \$21,830,000 County of Delaware, Ohio Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2007A (Willow Brook Christian Communities Project), (B) \$10,000,000 County of Delaware, Ohio Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2012A (Willow Brook Christian Communities), (C) \$7,829,000 County of Delaware, Ohio Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2012B (Willow Brook Christian Communities), and (D) \$7,250,000 Delaware County Port Authority Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2013A (Willow Brook Christian Communities), the proceeds of which financed "hospital facilities," as that term is defined in Section 140.01 of the Ohio Revised Code, and refunded certain "qualified 501(c)(3) bonds," as defined in Section 145 of the Internal Revenue Code of 1986, as amended, the proceeds of which financed and refinanced "hospital facilities," including, but not limited to, the addition of 54 independent living units and 36 residential assisted living units containing 40 beds, and the addition of 87 independent living units, 52 twin-single homes, an assisted living center and skilled nursing facility, the acquisition of skilled nursing bed licenses and/or the construction of new common areas at Delaware Run Wing A and Wing B, all located on the campus known as Willow Brook at Delaware Run at 100 Delaware Crossing West, Delaware, Ohio (the "Delaware Run Facility"), a 51-unit assisted living facility, a 50-bed assisted living facility and a 40-bed addition to the assisted living facility known as The Centrum at Willow Brook, all located on the campus known as Willow Brook Christian Village at 100 Willow Brook Way South, Delaware, Ohio (the "Christian Village Facility"), a 50-unit skilled nursing facility and a 34-unit assisted living facility located on the campus of Willow Brook Christian Home at 55 Lazelle Road, Columbus, Ohio (the "Christian Home Facility," and together with the Delaware Run Facility and the Christian Village Facility, the "Facilities"); and (2) pay certain costs and expenses incurred with respect to the issuance of the Bonds. The initial owner, operator or manager of the Facilities will be the Corporation.

**SECTION 14.** This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Bond Legislation were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

**SECTION 15.** All resolutions or parts thereof in conflict with the provisions of this Bond Legislation are, to the extent of such conflict, hereby repealed.

**SECTION 16.** This Bond Legislation shall be in full force and effect immediately upon its adoption.

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

**23**

**ADMINISTRATOR REPORTS**

Mike Frommer, County Administrator

-In regards to the Riverby Subdivision asking the County to take over and operate their sanitary sewer plant, Mike will be meeting with City of Delaware Manager, Tom Homan, on Thursday to discuss options.

**24**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Lewis

-Enjoyed the OSU football game on Saturday.

Commissioner Benton

-Attended the DKMM Budget meeting last Tuesday.

Commissioner Merrell

-Attended a CCAO meeting last week.

-Attended the Regional Planning Executive Committee meeting last Wednesday.

**25**

**RESOLUTION NO. 18-1313**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF DISCIPLINE OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING; FOR COLLECTIVE BARGAINING:**

It was moved by Mr. Benton, seconded by Mrs. Lewis 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 discipline of a public employee or public official; to consider the sale of property at competitive bidding; for collective bargaining.

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

**RESOLUTION NO. 18-1314**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn out of Executive Session.

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

**RESOLUTION NO. 18-1315**

**IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESENT AN EMS PROPOSAL FOR LIBERTY TOWNSHIP TO THE LIBERTY TOWNSHIP BOARD OF TRUSTEES:**

It was moved by Mr. Benton, seconded by Mr. Merrell to authorize The County Administrator to present an EMS Proposal for Liberty Township to The Liberty Township Board of Trustees.

Vote On Motion:            Mr. Benton            Aye            Mr. Merrell            Aye            Mrs. Lewis            Nay

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

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Jennifer Walraven, Clerk to the Commissioners