

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 30, 2019

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

Present:
Barb Lewis, President
Jeff Benton, Vice President

Absent:
Gary Merrell, Commissioner

1
RESOLUTION NO. 19-506

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 23, 2019:

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 May 23, 2019; and

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

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

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

2
PUBLIC COMMENT

3
Patrick Brandt, Director Of Emergency Communications
Sean Miller, Delaware County Office Of Homeland Security And Emergency Management
Weather Emergency Notifications and Alerts

4
RESOLUTION NO. 19-507

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0529 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0529:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0529, memo transfers in batch numbers MTAPR0529 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Account	Amount
R1903121	PADDED SURFACES BY B & E INC	PADDED CELL FOR JAIL	41711436 - 5450	\$28,320.00
R1903466	WOLVERINE COACH INC	ANIMAL CONTROL CAGE INSERT	20411305 - 5450	\$ 5,440.00
R1903467	ENTERPRISE FM TRUST	VEHICLE LEASES - COMMISSIONERS	10011102 - 5335	\$ 3,154.57
R1903467	ENTERPRISE FM TRUST	VEHICLE LEASES - SERVICE CENTER	10011106 - 5335	\$ 4,150.28
R1903467	ENTERPRISE FM TRUST	VEHICLE LEASES - CODE COMPLIANCE	10011301 - 5335	\$29,051.96
R1903467	ENTERPRISE FM TRUST	VEHICLE LEASES - PROSECUTORS	10012101 - 5335	\$ 3,154.57
R1903467	ENTERPRISE FM TRUST	VEHICLE LEASES - JUVENILE COURT	10026201 - 5335	\$ 7,398.54
R1903467	ENTERPRISE FM TRUST	VEHICLE LEASES - VETERANS SERVICE	10062601 - 5335	\$ 4,939.49
R1903467	ENTERPRISE FM TRUST	VEHICLE LEASES - DOG WARDEN	20411305 - 5335	\$ 3,526.01
R1903467	ENTERPRISE FM TRUST	VEHICLE LEASES - SANITARY ENGINEER	66211900 - 5335	\$22,766.48

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

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RESOLUTION NO. 19-508

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Medical Services Department is requesting that Julie Page attend a Leadership in Supervision class in Columbus, Ohio from November 25-26, 2019 at the cost of \$50.00 (fund number 10011303).

The Emergency Medical Services Department is requesting that Julie Page attend a Leadership in Supervision class in Columbus, Ohio from November 7-8, 2019 at the cost of \$50.00 (fund number 10011303).

The Emergency Medical Services Department is requesting that Lieutenant Brian Russell attend a Grain Bin Rescue at BST&G Fire Department on June 22, 2019 at no cost.

The Child Support Enforcement Agency is requesting Julie Elkins and Sue Sours attend a SMART Remote Systems Training in Columbus, Ohio June 12, 2019; at no cost.

The Emergency Communications Department is requesting that Jeanette Adair attend a LEADS-TAC In-Service in Columbus, Ohio on June 27, 2019 at no cost.

The Code Compliance Department is requesting that Greg Miller, Bill Johnson, Ed Spiers, Duane Matlack, Andrew Shorter, Dave Diehl, Daniel Goldsmith, Scott Heller, Ric Irvine, Chris Stanich and John Hickman attend a Transition from the 2019 RCO to the 2019 RCO on June 4, 2019 in Columbus, Ohio at no cost.

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

6

RESOLUTION NO. 19-509

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF APRIL 2019:

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

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

WHEREAS, the Delaware County Sheriff has submitted a monthly report for April 2019;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Reports for the month of April 2019.

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

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

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

7

RESOLUTION NO. 19-510

IN THE MATTER OF GRANTING ANNEXATION PETITION, FROM AGENT FOR THE PETITIONER, DAVID W. FISHER, REQUESTING ANNEXATION OF 260.56 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF GALENA:

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

WHEREAS, on April 29, 2019, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by David W. Fisher, agent for the petitioners, of 260.56 acres, more or less, from Berkshire Township to the Village of Galena; and

WHEREAS, pursuant to section 709.023 of the Revised Code, if the Municipality or Township does not file an objection within 25 days after filing of the annexation petition, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation; and

WHEREAS, 25 days have passed and the Clerk of the Board has not received an objection from the Village of

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Galena or the Township of Berkshire;

NOW, THEREFORE, BE IT RESOLVED the Delaware County Board of Commissioners grants the annexation petition request to annex 260.56 acres, more or less, in Berkshire Township to the Village of Galena.

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

8

RESOLUTION NO. 19-511

IN THE MATTER OF SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE KINGSTON TOWNSHIP WATERSHED #2017-2 DRAINAGE IMPROVEMENT PETITION PROJECT:

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

WHEREAS, the Board of Commissioners of Delaware County on July 19, 2018 , held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of the Kingston Township Watershed #2017-2 Drainage Improvement Petition Project; and

WHEREAS, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the Drainage Improvement project; and

WHEREAS, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of the Kingston Township Watershed #2017-2 Drainage Improvement Petition Project are being finalized for their review and consideration;

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners of the County of Delaware have fixed **Thursday, July 18, 2019, at 10:00A.M.** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

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

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**Lindsay Collins, Chair Of Delaware Walk To End Alzheimer’s Day
Kathy Sturman, Delaware County Walk To End Alzheimer’s Committee Member**

RESOLUTION NO. 19-512

**IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS
RECOGNIZING JUNE 2019 AS BRAIN AND ALZHEIMER’S AWARENESS MONTH AND
AUGUST 10, 2019 AS THE DELAWARE WALK TO END ALZHEIMER’S DAY:**

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

WHEREAS, every 65 seconds an individual develops Alzheimer's disease and it is the most expensive disease in America, costing the nation \$290 billion this year; and

WHEREAS, June, 2019 is Brain and Alzheimer’s Awareness Month, recognizing a disease that affects 5.8 million Americans and 220,000 Ohioans; and

WHEREAS, as a degenerative disease, Alzheimer’s is thought to begin 20 years before symptoms arise; and

WHEREAS, recognizing these events provide an opportunity to promote and join the global conversation about the brain and Alzheimer’s disease as a public health crisis; and

WHEREAS, caregiving for individuals with Alzheimer’s disease often takes an enormous toll on family members; caregivers themselves often suffer more stress, depression, and health problems than caregivers of people with other illnesses; and

WHEREAS, the Alzheimer's Association is the largest non-profit funder of Alzheimer’s research and provides care and support to those living with the disease today with the help and support of its dedicated volunteers and

WHEREAS, we recognize the important role the Alzheimer’s Association, Central Ohio Chapter plays in meeting the needs of people affected by Alzheimer’s disease and other forms of dementia through family and clinical support, early detection and diagnosis of disease education, advocacy and research;

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NOW, THEREFORE, BE IT RESOLVED BY THE DELAWARE COUNTY COMMISSIONERS: That this Board recognizes June 2019 as Brain and Alzheimer’s Awareness Month and August 10, 2019 as the Delaware Walk to End Alzheimer’s Day.

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

10

RESOLUTION NO. 19-513

IN THE MATTER OF APPROVING THE RENEWAL TO THE CONTRACT WITH COTT SYSTEMS, INC. TO PROVIDE A COMPREHENSIVE RECORDING SOFTWARE SOLUTION FOR THE DELAWARE COUNTY RECORDER’S OFFICE:

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

Whereas, the Delaware County Recorder recommends approving the Renewal to the contract with Cott Systems, Inc. to provide a Comprehensive Recording Software Solution for The Delaware County Recorder’s Office;

Now, Therefore, Be It Resolved that the Delaware County Board of Commissioners approve the Renewal to the contract with Cott Systems, Inc. to provide a Comprehensive Recording Software Solution for the Delaware County Recorder’s Office:

THE RENEWAL TO CONTRACT TO PROVIDE A COMPREHENSIVE RECORDING SOFTWARE SOLUTION FOR THE DELAWARE COUNTY RECORDER’S OFFICE

This The ~~Second~~ Renewal is made between the Delaware County and Cott Systems, Inc. (“Contractor”), collectively the “Parties”.

WHEREAS, the County and the Contractor previously entered into an agreement following a request for bids, which has been previously amended, and the parties wish to extend the agreement.

THEREFORE, on exchange of mutual consideration and the parties’ mutual covenants and obligations, the parties agree as follows:

1. The base term to be extended for a period of three (3) years, beginning on June 3, 2019.
2. This Amendment may not be modified except by a writing signed by both parties.
3. Except as otherwise stated in this Amendment, all other terms and conditions of the Agreement remain in full force and effect.
4. In the event that the terms of the Agreement conflict with the terms of this Amendment, the terms of this Amendment shall control.

The Parties, by and through their respective and proper officers, have on behalf of themselves or those whom they represent, signed this Amendment of their own free and voluntary will and agree to the Parties being bound thereby.

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

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RESOLUTION NO. 19-514

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE DELAWARE COUNTY SHERIFF’S OFFICE:

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

WHEREAS, the Board of County Commissioners of Delaware County, Ohio (the “Board”) has before it a request from the Delaware County Sheriff’s Office for the purchase of goods and their installation for the 2006 Bearcat; and

WHEREAS, pursuant to section 9.48(B)(3) of the Revised Code, the Board may participate in contract offerings from the federal government that are available to a political subdivision including, but not limited to, contract offerings from the General Services Administration (“GSA”); and

WHEREAS, the goods and their installation available for purchase via GSA contract;

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

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Section 1. The Board hereby authorizes the purchase and installation of replacement front springs & shocks, replacement front door hinges, exterior paint, heavy-duty front-end alignment, map pockets, refurbished Grip Channel, replacement door seals, service rotating hatch & bearing, eight rectangular gun ports, one Go-Light, a hydraulic ram system, and a winch cradle for a total price of \$70,517.74.

Section 2. The Board hereby declares that the purchase authorized in Section 1 will be from Lenco Armored Vehicles, an approved GSA vendor, in accordance with and pursuant to the terms and conditions of GSA Contract #GS-07F-169DA, which is, by this reference, fully incorporated herein and of which the purchase order approved herein shall be made a part.

Section 3. The Board hereby approves a purchase order request for a total of \$70,517.74 to Lenco Armored Vehicles in Pittsfield, Massachusetts.

Section 4. This Resolution shall take immediate effect upon passage.

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

12

RESOLUTION NO. 19-515

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR THE SHERIFF'S OFFICE:

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

WHEREAS, pursuant to R.C. 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards; and

WHEREAS, the Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program and has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29(F)(2);

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

Appointing Authority: County Sheriff
Office/Department: Sheriff's Office

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

Name on Card: Kandace Gay
Department Coordinator: Marsha Ames

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

13

RESOLUTION NO. 19-516

IN THE MATTER OF APPROVING AN AMENDMENT TO AUTHORIZING THE USE OF PROCUREMENT CARDS FOR THE EMERGENCY MEDICAL SERVICES DEPARTMENT:

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

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

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

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

Coordinator amendment

Name on Card: Eric J. Burgess
 Appointing Authority: Board of Commissioner
 Office/Department: Emergency Medical Services Department
 Daily spending per card: \$1,000
 Monthly spending per card: \$5,000
 Single transaction limit: \$1,000
 Daily number of transactions per card: 5
 Monthly number of transactions per card: 25
 Department Coordinator: Sarah Dinovo

Coordinator amendment

Name on Card: Sheila Perin
 Appointing Authority: Board of Commissioner
 Office/Department: Emergency Medical Services Department
 Daily spending per card: \$2,500
 Monthly spending per card: \$6,000
 Single transaction limit: \$2,500
 Daily number of transactions per card: 10
 Monthly number of transactions per card: 50
 Department Coordinator: Sarah Dinovo

Coordinator amendment

Name on Card: Randy Banks
 Appointing Authority: Board of Commissioner
 Office/Department: Emergency Medical Services Department
 Daily spending per card: \$100.00
 Monthly spending per card: \$1,000
 Single transaction limit: \$100.00
 Daily number of transactions per card: 10
 Monthly number of transactions per card: 40
 Department Coordinator: Sarah Dinovo

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

**14
RESOLUTION NO. 19-517**

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS:

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

Transfer of Funds

From	To	
10011102-5801	42011438-4601	629,933.59
Commissioners General/Misc. Cash Transfers	Capital Improvements Reserve/Interfund Revenues	

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

**15
RESOLUTION NO. 19-518**

DECLARING THE IMPROVEMENTS TO CERTAIN REAL PROPERTY LOCATED IN ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH IMPROVEMENTS TO BE EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS THEREOF TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; DESIGNATING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE THAT WILL DIRECTLY BENEFIT THE REAL PROPERTY; ESTABLISHING A PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SERVICE PAYMENTS; AND AUTHORIZING A COMPENSATION AGREEMENT WITH THE BOARD OF EDUCATION OF THE OLENTANGY LOCAL SCHOOL DISTRICT AND THE BOARD OF EDUCATION OF THE DELAWARE AREA CAREER CENTER:

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

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WHEREAS, in accordance with Ohio Revised Code Sections 5709.77 through 5709.81, County of Delaware, Ohio (the “County”) and Home High, LLC (the “Developer”) have negotiated a tax increment financing program to facilitate the development of certain real property located within the territorial boundaries of the County (the “Exempted Property”) as depicted and described in Exhibit A, and within Orange Township, Delaware County, Ohio; and

WHEREAS, it is expected that the Exempted Property consisting of several separate parcels of real property will be developed as office space and a portion of the Exempted Property consisting of several separate parcels of real property will be developed as commercial retail properties; and

WHEREAS, the development of office space and commercial retail properties in the County will benefit the County and its residents by creating economic opportunities, enlarging the property tax base, and stimulating collateral development in the County; and

WHEREAS, by providing public infrastructure improvements, as that term is defined in Ohio Revised Code Sections 5709.40(A)(8) and 5709.77(H) (as more fully described on Exhibit B attached hereto and incorporated herein by this reference, the “Public Infrastructure Improvements”), the County may facilitate the development of commercial properties for the benefit of the Exempted Property, including, without limitation, by facilitating the financing, acquisition, and construction of the Public Infrastructure Improvements; and

WHEREAS, Ohio Revised Code Sections 5709.77, 5709.78, 5709.79 and 5709.80 provide for the use of County tax increment financing to pay the costs of Public Infrastructure Improvements, which costs may include, without limitation, the payment for or reimbursement of costs of the Public Infrastructure Improvements incurred by the Developer and the County, or any other public or private party in cooperation with the County; and

WHEREAS, Ohio Revised Code Sections 5709.77, 5709.78, 5709.79 and 5709.80 provide that this Board of Commissioners may, among other things, (a) declare the improvement to real property located in the County to be a public purpose, thereby exempting such improvement from real property taxation for a period of time, (b) specify public infrastructure improvements to be made to benefit the TIF Sites, (c) require the owner or owners of those parcels to make service payments in lieu of taxes, and (d) establish a public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, the County desires to grant a seventy-five percent (75%) exemption from real property taxation for a period of eighteen (18) years (the “TIF Exemption”) for each parcel within, and improvement to, the Exempted Property (as defined in Section 1 hereof, the “Improvement”); and

WHEREAS, the County has determined that it is necessary and appropriate and in the best interests of the County to require the owners of the parcels included in the Exempted Property and their heirs, successors and assigns (collectively, with their heirs, successors and assigns, as owners of the Exempted Property, the “Owners”) to make service payments in lieu of taxes (as defined in Section 1 hereof, the “Service Payments”) with respect to the Improvement pursuant to Ohio Revised Code Section 5709.74; and

WHEREAS, the Olentangy Local School District and the Delaware Area Career Center have each received notice of the TIF Exemption and the proposed text of this Resolution in advance of the date on which this Resolution is being adopted, in accordance with Ohio Revised Code Sections 5709.78 and 5709.83; and

WHEREAS, the Olentangy Local School District, pursuant to a resolution of the Board of Education of the Olentangy Local School District adopted on May 7, 2019, has approved the TIF Exemption and waived the notice requirements of Ohio Revised Code Sections 5709.78, 5709.83 and 5715.27; and

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

SECTION 1. Authorization of TIF Exemption. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.78(A), this Board of Commissioners hereby finds and determines that seventy-five percent (75%) of the increase in assessed value of each parcel (as it may be subdivided or combined in connection with the acquisition or development of a parcel) comprising the Exempted Property subsequent to the effective date of this Resolution which increase in assessed value is hereinafter referred to as the “Improvement,” as defined in Ohio Revised Code Section 5709.77(D) is declared to be a public purpose. Pursuant to and in accordance with Ohio Revised Code Section 5709.78(F), the Improvement with respect to each parcel shall be exempt from real property taxation (the “TIF Exemption”) for a period commencing with the first day of the tax year in which there is a building or structure on the parcel exceeding Two Hundred Thousand Dollars (\$200,000) in true value that appears on the tax list and duplicate of real and public utility property and ending for a parcel, on the earlier of (a) the eighteenth (18th) anniversary of such date or (b) the date the Public Infrastructure Improvements and the payments to the Developer pursuant to the TIF Agreement, as defined hereinbelow, are paid in full. After the TIF Exemption becomes effective, such TIF Exemption shall apply with respect to any parcel when the Improvement to such parcel is made and an exemption therefor is claimed in the manner provided for hereinabove.

SECTION 2. Payment of Service Payments. As provided in Ohio Revised Code Section 5709.79, but only

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after the TIF Exemption is effective, the Owner of a parcel comprising Exempted Property shall be required to, and shall make, service payments in lieu of taxes with respect to the Improvement allocable thereto to the County Treasurer on or before the final due dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against such parcel as if it were not exempt from taxation pursuant to Section 1 hereof. If any reduction in the levies otherwise applicable to such parcel is made by the County budget commission under Ohio Revised Code Section 5705.31, the amount of the service payment in lieu of taxes shall be calculated as if the reduction in levies had not been made. Any late payments of service payments in lieu of taxes shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto (the "Penalties and Interest"). Each Owner shall make any other payments in respect of such parcel which are received by the County Treasurer in connection with any reduction required by Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time, or any successor provisions thereto (the "Property Tax Rollback Payments," together with the service payments in lieu of taxes and the "Penalties and Interest," are collectively referred to herein as the "Service Payments"). The Service Payments shall be allocated and distributed in accordance with Section 3 hereof.

SECTION 3. Creation of TIF Fund; Application of Service Payments. This Board of Commissioners hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.80, a Public Improvement Tax Increment Equivalent Fund. The County may create one or more accounts or sub-accounts within such fund as appropriate to distinguish the Service Payments received with respect to the TIF Exemption established pursuant to this Resolution from any tax increment financing programs that may be established by the County in the future and as are necessary to account for payment of the costs of the Public Infrastructure Improvements, including any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements, Debt Service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. As used in this Resolution, "TIF Fund" shall refer to the specific fund or account that receives the Service Payments provided for in this Resolution. The TIF Fund shall be maintained in the custody of the County and shall receive all distributions of Service Payments required to be made to the County. Those Service Payments received by the County with respect to the Exempted Property, shall be used solely for the purposes authorized in Ohio Revised Code Sections 5709.77, 5709.78, 5709.79 and 5709.80. For purposes of this Resolution, "costs" of the Public Infrastructure Improvements payable from the TIF Fund shall also include the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements, and Debt Service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The TIF Fund shall remain in existence so long as such Service Payments are collected and used for the aforesaid purposes, after which time said TIF Fund shall be dissolved and any surplus funds remaining therein shall be transferred to the County's General Fund, all in accordance with Ohio Revised Code Section 5709.80.

SECTION 4. Public Infrastructure Improvements. This Board of Commissioners hereby designates the Public Infrastructure Improvements (which includes Other County Public Infrastructure Improvements) described in Exhibit B attached hereto as "public infrastructure improvements" (as such term is defined in Ohio Revised Code Sections 5709.40(A)(8) and 5709.77(H) made, to be made, or in the process of being made, and that, once made, will directly benefit the Exempted Property.

SECTION 5. Application for Real Property Tax Exemption and Remission. This Board of Commissioners further hereby authorizes and directs the President of the Board of Commissioners, the County Administrator, the County's Economic Development Director, or other appropriate officers of the County, to sign and execute all documents and make such arrangements as are necessary and proper for collection of said Service Payments from the Owners of real property located in the Exempted Property, which are to be deposited into the TIF Fund.

SECTION 6. Authorization of the School Compensation Agreement. This Board of Commissioners further hereby approves the compensation agreement between the County and the Board of Education of the Olentangy Local School District and the Board of Education of the Delaware Area Career Center in the form attached hereto as Exhibit C (the "School District Compensation Agreement"), with any changes that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by the County Administrator on behalf of the County, all of which shall be conclusively evidenced by the signing of the School District Compensation Agreement, and hereby authorizes the President of the Board of Commissioners, the County Administrator, and the County's Economic Development Director to execute the School District Compensation Agreement on behalf of the County.

SECTION 7. Authorization of the TIF Agreement. This Board of Commissioners further hereby approves the tax increment financing agreement between the County and the Developer in the form attached hereto as Exhibit D (the "TIF Agreement"), with any changes that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by the County Administrator on behalf of the County, all of which shall be conclusively evidenced by the signing of the TIF Agreement, and hereby authorizes the President of the Board of Commissioners, the County Administrator, and the County's

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Economic Development Director to execute the TIF Agreement on behalf of the County.

SECTION 8. Further Authorizations. This Board of Commissioners further hereby authorizes and directs the President of the Board of Commissioners, the County Administrator, the County's Economic Development Director, or other appropriate officers of the County, to prepare and sign all agreements, and any amendments thereto such that the character of those changes is not substantially adverse to the County, which shall be established conclusively by their signatures thereon, and to prepare and sign all instruments and to take all other actions as may be necessary and appropriate to implement this Resolution.

SECTION 9. Non-Discriminatory Hiring Policy. In accordance with Ohio Revised Code Section 5709.832, this Board of Commissioners hereby determines that no employer located in the Exempted Property shall deny any individual employment based solely on race, religion, sex, disability, color, national origin or ancestry. The County shall include a non-discriminatory hiring policy covenant in any development agreement entered into between the County and any Owner or developer of any Exempted Property.

SECTION 10. Notices. This Board of Commissioners hereby finds and determines that notice of this proposed Resolution has been delivered to all affected school districts, including the Olentangy Local School District and the Delaware County Career Center, in accordance with Ohio Revised Code Sections 5709.78 and 5709.83, and hereby ratifies the giving of that notice.

This Board of Commissioners hereby acknowledges receipt of the resolution of the Board of Education of the Olentangy Local School District approving the TIF Exemption in advance of the date on which this Resolution is adopted and waives receipt of any certification by the Board of Education of the Olentangy Local School District of its resolution required under Ohio Revised Code Section 5709.78.

Pursuant to Ohio Revised Code Section 5709.78(H), the County's Economic Development Director is hereby directed to deliver a copy of this Resolution to the Director of the Development Services Agency of the State of Ohio within fifteen (15) days after its adoption. On or before March 31 of each year that the exemption set forth in Section 1 hereof remains in effect, the County's Economic Development Director or other authorized officer of this County shall prepare and submit to the Director of the Development Services Agency of the State of Ohio the status report required under Ohio Revised Code Section 5709.73(I).

SECTION 11. Tax Incentive Review Council. The County hereby creates the County Tax Incentive Review Council with the membership of that Council constituted in accordance with Ohio Revised Code Section 5709.85. That Council shall, in accordance with Ohio Revised Code Section 5709.85, review annually all exemptions from taxation resulting from the declarations set forth in this Resolution and any other such matters as may properly come before that Council, all in accordance with Ohio Revised Code Section 5709.85.

SECTION 12. Open Meetings. This Board of Commissioners finds and determines that all formal actions of this Board of Commissioners and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Ohio Revised Code Section 121.22.

SECTION 13. Effective Date. This Resolution shall be effective from and after the earliest period provided by law.

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EXHIBIT A

Description of Exempted Property

The Exempted Property consists of the parcel numbers described in the below list identified in the records of the County Auditor of Delaware County, Ohio as of May 22, 2019:

31823002001003

31823002001002

The Exempted Property is also described by reference to the attached map following the list of parcel numbers described above.



EXHIBIT B

Public Infrastructure Improvements

The Public Infrastructure Improvements consist of those public infrastructure improvements, including:

- Right of Way costs and related soft costs.

Other County Public Infrastructure Improvements:

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto;
- Construction, reconstruction or installation of utility improvements (including any underground utilities), storm and sanitary sewers (including necessary site grading therefore);
- Construction, reconstruction or installation of gas, electric, and communication service facilities, and all other appurtenances thereto;
- Construction or reconstruction of one or more public parks, including grading, trees and other park

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- plantings, park accessories and related improvements, and all other appurtenances thereto;
- Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, and all other appurtenances thereto;
 - Construction of one or more public parking facilities, including public surface parking and public parking structures and related improvements, and all other appurtenances thereto;
 - Demolition and excavation, including demolition and excavation on private property when
 - determined to be necessary for economic development purposes;
 - Acquisition of real estate or interests in real estate (including easements) necessary to accomplish the foregoing improvements;
 - *Environmental remediation, if any;*
 - Stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare;
 - Any on-going administrative expenses relating to the Public Infrastructure Improvements and maintaining the TIF revenues, including but not limited to engineering, architectural, legal, TIF administration and other consulting and professional services; and
 - All inspection fees and other governmental fees related to the foregoing.

The list of Other County Public Infrastructure Improvements provided above contains projects that the County may, but is not required to, elect to fund with the excess TIF Service Payments assigned to the County. However, inclusion of a project herein neither obligates the County to construct or finance the project, nor evidence the County's intent to direct TIF funds or any other funds to these projects. Furthermore, this list is not all inclusive, and the County reserves the right to determine, in its sole discretion, to use the TIF funds for other projects not listed herein that benefit the TIF district as provided below.

The Public Infrastructure Improvements specifically include the costs of financing the Public Infrastructure Improvements, including the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the Debt Service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.

All of the Public Infrastructure Improvements described above are hereby determined to be "public infrastructure improvements" (as defined in Ohio Revised Code Sections 5709.40(A)(8) and 5709.77(H) and are intended to benefit the real property described in Exhibit A.

EXHIBIT C

SCHOOL COMPENSATION AGREEMENT

THIS SCHOOL COMPENSATION AGREEMENT (the "Agreement"), is made and entered into as of the ___ day of May, 2019, by and between the OLENTANGY LOCAL SCHOOL DISTRICT, Delaware and Franklin Counties, Ohio, a school district and political subdivision of the State of Ohio (the "School District"), the DELAWARE AREA CAREER CENTER, an Ohio joint vocational school district (the "JVSD"), DELAWARE COUNTY, Ohio, (the "County"), and Home High, LLC, an Ohio limited liability company (the "Developer"), and their respective successors and assigns.

WITNESSETH:

WHEREAS, Sections 5709.77 et seq. of the Ohio Revised Code authorize counties to grant tax increment financing real property tax exemptions for improvements in unincorporated territories of the county declared to be for a public purpose, which exemptions exempt from taxation the increase in the true value of the parcel of property after the effective date of the resolution granting such exemption; and

WHEREAS, Section 5709.79 of the Ohio Revised Code further authorizes a county to require owners of improvements subject to a tax increment financing tax exemption to make an annual payment in lieu of taxes ("Statutory Service Payments"), which payment is approximately equivalent to the amount of real property tax which would be payable on the increase in the true value of the parcel of property but for the exemption from taxation; and

WHEREAS, Section 5709.80 of the Ohio Revised Code further requires a county receiving payments in lieu of taxes to create a redevelopment tax increment equivalent fund for deposit of the entire amount of such payments, to pay or finance the costs of public infrastructure improvements benefiting the parcels subject to the tax increment financing tax exemption and, if provided, to make payments to school districts impacted by exemption from taxation; and

WHEREAS, pursuant to separate letters, each dated April __, 2019, the County notified the School District and the JVSD of its intent to adopt a Resolution, as hereinafter defined, which Resolution provides for the use of tax increment financing, and grants the exemption (referred to herein as the "TIF Exemption") on the Improvement (as defined in the Resolution), as authorized by Section 5709.77 et seq. of the Ohio Revised Code,

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for the parcels subject to the TIF Exemption (as set forth in Exhibit A attached hereto, and referred to herein as the "Parcels"), and to require the Developer and any subsequent owner of the Parcels (collectively, an "Owner") to make Statutory Service Payments, which Statutory Service Payments will be used to pay for or finance the construction of Public Infrastructure Improvements that benefit or serve the Parcels (the "Public Infrastructure Improvements") as described in Exhibit "B" to the Resolution, in order to induce the Developer to develop the Parcels; and

WHEREAS, the assessed value of the non-exempt portion of the Parcels prior to commencement of construction of the Public Infrastructure Improvements shall be determined by the Auditor of Delaware County, Ohio on or before December 31, 2019 (the "Historical Value"), which Historical Value shall not be altered during the term of the TIF Exemption; and

WHEREAS, the Board of Education (the "School Board") of the School District passed a resolution on April 25, 2019, (the "School District Resolution") approving the TIF Exemption on the condition that the parties hereto enter into this Agreement covering the Parcels; and

WHEREAS, the County has, pursuant to a resolution of the Board of Commissioners of the County adopted on May 2, 2019 (the "Resolution"), granted the TIF Exemption and authorized the execution of this Agreement with respect to the Project, as defined below; and

WHEREAS, the County and the Developer have entered into a Tax Increment Financing Agreement with respect to the Parcels and the Public Infrastructure Improvements (the "TIF Agreement") to provide generally for the development and financing of the Public Infrastructure Improvements (the "Project"), and upon which Parcels such Project is being, or will be, undertaken; and

WHEREAS, Ohio Revised Code Sections 5709.78 and 5709.82 permit the Board of Commissioners of the County, the School Board, the JVSD Board, and the Developer to enter into this Agreement in order to compensate the School District and the JVSD for certain real property taxes re-directed to paying the cost of the Public Infrastructure Improvements; and

WHEREAS, the Developer desires to encourage the School District, the JVSD and the County to cooperate in the construction of Public Infrastructure Improvements, and the County desires to make the Developer a party to this Agreement as a condition to the County's implementation of the TIF Exemption, and the mechanism for compensating the School District and the JVSD which is described herein, will be undertaken with consistency;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the School District, the JVSD, the County and the Developer covenant, agree and bind themselves as follows:

1. Approval of the TIF Exemption; Compensation to School District and JVSD While TIF Exemption in Effect.
 - (a) As provided in the School District Resolution, the School District approves the TIF Exemption for seventy-five percent (75%) of the increased assessed valuation of the Parcels and the Improvement to the Parcels that shall exist for the duration of the TIF Exemption.
 - (b) The remaining twenty-five percent (25%) of the Improvement of the Parcels shall not be subject to the TIF Exemption and shall be subject to ad valorem taxation based on the millage rates of the taxing authorities, including the School District and the JVSD, for the applicable tax year, and such ad valorem taxation amounts collected from the remaining twenty-five percent (25%) shall serve as the compensation to the School District and the JVSD under this Agreement and for the duration of the TIF Exemption.
 - (c) The School District and the JVSD agree that the only compensation, made in accordance with Section 5709.82 of the Ohio Revised Code, that the School District and the JVSD will receive for lost revenues due to the TIF Exemption that is to be paid to the School District and the JVSD is set forth in this Agreement and that the School District shall not seek or be entitled to Statutory Service Payments or any other compensation from the Developer or County. Nothing in this Agreement shall be construed to pledge the full faith and credit of the County.
2. Notices. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when (a) delivered by commercial carrier service, or (b) mailed by certified mail, postage prepaid, addressed to the following addresses:

School District:	Board of Education Olentangy Local School District 7840 Graphics Way Lewis Center, OH 43035
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JVSD:	Board of Education Delaware Area Career Center
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Delaware County, Ohio: 1610 SR 521
Delaware, Ohio 43015
Delaware County, Ohio
145 N. Union St., 1st Floor
Delaware, Ohio 43015
Attn: Treasurer

with copies to:
Delaware County, Ohio
101 N. Sandusky Street
Delaware, Ohio 43015
Attn: County Administrator

Developer: Home High, LLC
545 Metro Place South, Suite 100
Dublin, Ohio 43017
Attn: Brad Block
Email: ventoso76@gmail.com
Telephone: 747-225-2723

with a copy to:
Frost Brown Todd LLC
One Columbus Center, Suite 2300
10 West Broad Street
Columbus, OH 43215
Attn: Emmett M. Kelly
Email: ekelly@fbtlaw.com

3. Duration of Agreement; Amendment. This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as any TIF Exemptions pursuant to the Resolution and Sections 5709.77 *et seq.* of the Ohio Revised Code are in effect with respect to the Parcels, but in no event not later than eighteen (18) years from and after the date the TIF Exemption commences on such Parcels. This Agreement may be amended only by mutual agreement of the parties hereto. No amendment to this Agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.
4. Waiver. No waiver by the School District, the JVSD, the County, or the Developer of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof
5. Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.
6. Binding Nature. This Agreement shall inure to the benefit of and shall be binding upon the Developer and other Owners. The provisions of this Agreement shall be binding and enforceable by the parties against each or any combination of the County, the School Board, the JVSD Board, the Developer or any other Owners only for the period that they own or owned any portion of the Parcels.
7. Severability. Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid, or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.
8. Counterparts; Captions. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, the School District, the JVSD, the County, and the Developer have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

EXHIBIT D
TAX INCREMENT FINANCING AGREEMENT

THIS TAX INCREMENT FINANCING AGREEMENT (the "Agreement") is made and entered into this 23rd day of May, 2019 (the "Effective Date"), by and between the DELAWARE COUNTY BOARD OF

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COMMISSIONERS for and on behalf of DELAWARE COUNTY, OHIO (the “County”), a county and political subdivision, duly organized and validly existing under the Constitution and the laws of the State of Ohio (the “State”), and HOME HIGH, LLC, an Ohio limited liability company (the “Developer” and together with the County, the “Parties”), under the circumstances summarized in the following recitals.

RECITALS

A. Developer owns certain real property (the “Exempted Property”) as described and depicted in Exhibit B attached hereto and incorporated herein, and Developer plans to construct and/or has constructed certain private improvements on the Exempted Property consisting of up to 497,000 square feet of commercial retail and office buildings (the “Private Improvements”).

B. In accordance with the TIF Statutes and pursuant to Resolution No. 19-____ (the “Resolution”) of the Board of Commissioners of the County (the “Board”) adopted on May 30, 2019, the Parties have entered into the Agreement to provide generally for the development and financing of the Public Infrastructure Improvements, as defined hereinbelow in Section 3.1.

C. Gooding Boulevard is a public road that currently terminates at the southern end of the Exempted Property and is proposed to extend to existing Home Road (the “Gooding Extension”) over future right-of-way to be dedicated to the County (the “Gooding Extension Right-of-Way”).

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Parties hereto agree and obligate themselves as follows:

ARTICLE I
General Agreement and Term

Section 1.1. General Agreement Among Parties. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements among the Parties, the Parties shall cooperate in the manner described herein to facilitate the construction of the Public Infrastructure Improvements.

Section 1.2. Term of Agreement. This Agreement shall become effective as of the Effective Date and shall continue until the Parties have satisfied their respective obligations as set forth in this Agreement, unless sooner terminated in accordance with the provisions set forth herein.

Section 1.3. TIF Exemption. Pursuant to and in accordance with the Resolution and the TIF Statutes the Board determined that seventy-five percent (75%) of the increase in assessed value of each parcel of the Exempted Property (as it may be subdivided or combined in connection with the acquisition or development of a parcel) and the Private Improvements, subsequent to the effective date of the Resolution, are exempt from real property taxation (the “TIF Exemption”) for a period commencing with the first day of the tax year in which there is a building or structure on the parcel exceeding Two Hundred Thousand Dollars (\$200,000) in true value that appears on the tax list and duplicate of real and public utility property and ending for a parcel, on the earlier of (a) the eighteenth (18th) anniversary of such date or (b) the date the Public Infrastructure Improvements and the payments owed to the Developer under this Agreement are paid in full.

Section 1.4 Compensation to School Districts. As provided in the Resolution and a school compensation agreement, the Olentangy Local School District and the Delaware Area Career Center (collectively, the “School Districts”), and all other taxing districts, shall receive twenty-five percent (25%) of the amount of real property tax payments derived from the increase in the assessed value of the Exempted Property.

Section 1.5. Authorized County Representative. The “Authorized County Representative” means the County Administrator of the County. The County may from time to time provide a written certificate to the Developer signed on behalf of the County by the County Administrator designating an alternate or alternates who shall have the same authority, duties and powers as the Authorized County Representative.

Section 1.6. Authorized Developer Representative. The “Authorized Developer Representative” means Bradley Block. The Developer may from time to time provide a written certificate to the County signed on behalf of the Developer designating an alternate or alternates or a substitute who shall have the same authority, duties and powers as the Authorized Developer Representative.

ARTICLE II
Representations and Covenants of the Parties

Section 2.1. Representations and Covenants of County. The County represents and covenants that:

(a) It is a county and political subdivision duly organized and validly existing under the Constitution and applicable laws of the State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the County which would impair its ability to carry out its obligations contained in

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this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of the County, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to the County and do not and will not conflict with or result in a default under any agreement or instrument to which the County is a party or by which it is bound.

(d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by the County and all steps necessary to be taken by the County have been taken to constitute this Agreement, and the covenants and agreements of the County contemplated herein are valid and binding obligations of the County, enforceable in accordance with their terms.

(e) There is no litigation pending or to its knowledge threatened against or by the County wherein an unfavorable ruling or decision would materially and adversely affect the County's ability, to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

(g) The Resolution has been duly passed and shall be in full force and effect on the earliest date permitted by law.

Section 2.2. Representations and Covenants of the Developer. The Developer represents and covenants that:

(a) It is a limited liability company duly organized and validly existing under the applicable laws of the State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Developer which would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of the Developer, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to the Developer, and do not and will not conflict with or result in a default under any agreement or instrument to which the Developer is a party or by which it is bound.

(d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by the Developer and all steps necessary to be taken by the Developer have been taken to constitute this Agreement, and the covenants and agreements of the Developer contemplated herein are valid and binding obligations of the Developer, enforceable in accordance with their terms.

(e) There is no litigation pending or to its knowledge threatened against or by the Developer wherein an unfavorable ruling or decision would materially and adversely affect the Developer's ability to carry out its obligations under this Agreement.

(f) The Developer acknowledges that the provisions of Section 5709.91 of the Ohio Revised Code, which specify that the Service Payments for each parcel within the Exempted Property will be treated in the same manner as taxes for all purposes of the lien described in Section 323.11 of the Ohio Revised Code, including, but not limited to, the priority of the lien and the collection of Service Payments, will apply to this Agreement and to the parcels within the Exempted Property and any improvements thereon.

ARTICLE III

Construction of Public Infrastructure Improvements

Section 3.1. Public Infrastructure Improvements. The "Public Infrastructure Improvements" means any qualified public infrastructure improvements including, but not limited to, extension of public streets, storm sewers, sanitary sewers (which sanitary sewer shall be constructed in the sanitary sewer easement in accordance with the sanitary sewer easement and agreement in the form set forth in Exhibit C, attached hereto and, by this reference, incorporated herein, hereinafter the "Sanitary Sewer Easement"), street lighting, sidewalks, and water lines. The Public Infrastructure Improvements shall include the Developer Public Infrastructure Improvements, as defined hereinbelow in Section 3.2, and the County Public Infrastructure Improvements, as defined in Section 3.3 hereinbelow.

Section 3.2. Developer Public Infrastructure Improvements and the Developer Public Infrastructure Improvements Completion. The "Developer Public Infrastructure Improvements" means the dedication of the Gooding Extension Right-of-Way and the related soft costs, and the execution of the Sanitary Sewer Easement. In consideration of the Developer's promise to dedicate or cause to be dedicated the Gooding Extension Right-of-Way and the execution of the Sanitary Sewer Easement, the County agrees to reimburse and/or otherwise pay the

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Developer the Developer Reimbursement Amount, as defined hereinbelow in Section 4.1. “Developer Public Infrastructure Improvements Completion” means the recordation of the Sanitary Sewer Easement and the earlier of (a) the recording of a plat in Delaware County that includes the Gooding Extension Right-of-Way, or (b) the written acceptance of the Gooding Extension by the County, or (c) the opening of the Gooding Extension for general public use. Developer shall have no obligation under this Agreement after the occurrence of the Developer Public Infrastructure Improvements Completion event. Notwithstanding the foregoing sentence, the Developer acknowledges and agrees that the Developer, as “owner” of the Exempted Property, shall be obligated to pay Service Payments as required by and in accordance with the Resolution and the TIF Statutes, as long as the Developer is an “owner” of the Exempted Property.

Section 3.3. County Public Infrastructure Improvements. The “County Public Infrastructure Improvements” means any qualified public infrastructure improvements as generally described on Exhibit A.

Section 3.4. Extensions of Time. If the Developer or the County is delayed in the commencement or progress of its obligations hereunder by a breach by the other Party of its obligations hereunder, or by Force Majeure, then the time for performance under this Agreement by the Party so delayed shall be extended for such time as is commercially reasonable under the circumstances.

Section 3.5 Sanitary Sewer Easement Conditions. The County shall prepare plans and specifications for the installation of the sanitary sewers and other sanitary sewer appurtenances (“Sanitary Sewer Facilities”) to serve the Exempted Property as contemplated herein, making reasonable efforts to complete the plans specifications on or before December 31, 2019, and shall afford the Developer an opportunity to review and provide comment on the plans and specifications prior to commencement of construction of the Sanitary Sewer Facilities. The County shall approve two (2) additional sanitary sewer connection points terminating along the east side of the Gooding Extension, being the southernmost connection points generally shown on the Courtyards at Clear Creek Preliminary Grading & Utility Plan, which document is of record with the County but is not incorporated herein. The actual locations of the additional connection points are subject to final engineering and County approval. The County shall make reasonable efforts to install the Sanitary Sewer Facilities with accommodations for lateral connections for and to serve the Exempted Property on or before June 30, 2020. The County shall permit the Developer to access the Sanitary Sewer Facilities, subject only to standard engineering approvals, on or adjacent to the Exempted Property at no cost or additional obligation other than direct construction costs and then-current tap-in fees.

ARTICLE IV

Calculation of Developer Reimbursement Amount

Section 4.1. Calculation of Developer Reimbursement Amount. The “Developer Reimbursement Amount” shall be comprised of the Retail and Office Development Reimbursement Amount and the Additional Office Development Reimbursement, as defined and described hereinbelow in Sections 4.2 and 4.3, respectively, and shall include “costs of permanent improvements” set forth in Ohio Revised Code Section 133.15(B) and as provided in the Resolution.

Section 4.2. Retail and Office Development Reimbursement Amount. The “Retail and Office Development Reimbursement Amount” shall be paid by the County to the Developer in the amount of \$713,000 (including \$500 for legal fees of the Olentangy Local School District), plus interest compounding semi-annually on each June 1 and December 1 after the Developer Public Infrastructure Improvements Completion at a rate of 4.50% per year (provided that the total maximum interest paid by the County shall not exceed \$300,000). The Retail and Office Development Reimbursement Amount shall be payable as follows: the Developer shall be paid 50% of the semi-annual Service Payments received by the County until the Retail and Office Development Reimbursement Amount, plus interest, is paid in full. Interest on the Retail and Office Development Reimbursement Amount shall begin to accrue on the date of the Developer Public Infrastructure Improvements Completion.

Section 4.3. Additional Office Development Reimbursement Amount. The “Additional Office Development Reimbursement Amount” shall be paid by the County to the Developer in the amount of \$500,000. The Additional Office Development Reimbursement Amount shall be payable solely from receipts of 33% of the semi-annual Service Payments received by the County and derived from Private Improvements related to office space, which, for purposes of this Agreement shall specifically include offices for medical services, financial services (not including a bank branch unless such branch is in an office of a bank), and other professional services (the “Office Improvements”). No interest shall accrue or become due and payable on the Additional Office Development Reimbursement Amount. The Additional Office Development Reimbursement Amount shall not be paid unless the Office Improvements are constructed. Furthermore, the Additional Office Development Reimbursement Amount shall not be paid until the Retail and Office Development Reimbursement Amount has been paid in full.

ARTICLE V
TIF Fund

Section 5.1. Deposit of Monies in the TIF Fund. Pursuant to the Resolution, the County has established the TIF Fund for payment of the costs of the Public Infrastructure Improvements. Upon the execution of this Agreement, the County covenants and agrees to deposit monies into the TIF Fund as such funds are received

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from the Delaware County Auditor from Service Payments paid by the owners of the parcels in the TIF district on which the Private Improvements have or shall be constructed, and thereafter to deposit into the TIF Fund all monies required to be deposited therein pursuant to the Resolution and this Agreement.

Section 5.2. Disbursements from the TIF Fund. The County agrees to pay the Developer Reimbursement Amount in semi-annual installments on each June 1 and December 1, commencing on the first June 1 or December 1 in which there are monies deposited into the TIF Fund.

Section 5.3. Developer Reimbursement Amount statements. The Developer shall deliver statements detailing the outstanding Developer Reimbursement Amount at least thirty (30) days prior to each June 1 and December 1, and the County shall pay the Developer Reimbursement Amount on each June 1 and December 1. Failure of the Developer to deliver the aforementioned statements does not relieve the County of the obligation to pay the Developer Reimbursement Amount.

Section 5.4. Disbursement of Service Payment remainder. The remaining portion of the semi-annual Service Payments in the TIF Fund after the required semi-annual payments of the Developer Reimbursement Amount have been made shall be used for County Public Infrastructure Improvements at the direction of the County.

Section 5.5. Tax Covenants. The obligation of the County to make payments to the Developer pursuant to this Agreement is not an obligation or pledge of any moneys raised by taxation and does not represent or constitute a debt or pledge of the faith and credit of the County.

ARTICLE VI
Events of Default and Remedies

Section 6.1. General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either Party hereto, such Party shall, upon written notice from the other, proceed promptly to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the Party shall upon written notice from the other commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

Section 6.2. Other Rights and Remedies; No Waiver by Delay. The Parties shall each have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement; provided, that any delay by either Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or to deprive it of or limit such right in any way (it being the intent of this provision that neither Party should be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Agreement because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by either Party with respect to any specific default by the other Party under this Agreement be considered or treated as a waiver of the rights of such Party with respect to any other defaults by the other Party to this Agreement or with respect to the particular default except to the extent specifically waived in writing.

Section 6.3. Force Majeure. “Force Majeure” means acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or delays of the other Party; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; freight embargoes; unavailability of materials; strikes or delays of contractors, subcontractors or materialmen; or any other cause or event not reasonably within the control of the Parties.

Section 6.4. Delays Beyond Control. Notwithstanding anything else contained in this Agreement, no Party shall be considered in default in its obligations to be performed hereunder, if delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to Force Majeure; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the Party seeking the benefit of the provisions of this section shall within fourteen (14) days after the beginning of such enforced delay, notify the other Party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other Party in writing of the duration of the delay.

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ARTICLE VII

Dispute Resolution Provisions as to Amendments and Claims

Section 7.1. Notice and Filing of Requests. Any request by the County or the Developer for amendment of the terms of this Agreement, including without limitation, for additional funds or time for performance shall be made in writing and given prior to completion of the Public Infrastructure Improvements.

Section 7.2. Request Information. In every written request given pursuant to Section 7.1 hereof, the Party giving notice shall provide the nature and amount of the request; identification of persons, entities and events responsible for or related to the request; and identification of the activities on the applicable schedule affected by the request.

Section 7.3. Meeting. Within ten (10) days of receipt of the request given pursuant to Section 7.1 hereof, the parties shall schedule a meeting in an effort to resolve the request and shall reach a decision on the request promptly thereafter or reach a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting shall be attended by persons expressly and fully authorized to resolve the request on behalf of the County and the Developer. Any decision on the request shall be made to the mutual reasonable satisfaction of the parties.

Section 7.4. Mediation. If no decision is reached within 30 days of the date of the meeting held pursuant to Section 7.3 hereof, the parties may submit the matter to mediation, upon written agreement between them, or exercise any other remedy permitted to them at law or in equity.

Section 7.5. Performance. The County and the Developer shall proceed with their respective performance of this Agreement during any dispute resolution process, unless otherwise agreed by them in writing.

ARTICLE VIII

Miscellaneous

Section 8.1. Notice. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. Any process, pleadings, notice of other papers served upon the Parties shall be sent by registered or certified mail at their respective Notice Address, or to such other address or addresses as may be furnished by one party to the other.

Notice Address of the County: Delaware County, Ohio
101 N. Sandusky Street
Delaware, Ohio 43015
Attention: County Administrator

Notice Address of the Developer: Home High, LLC
545 Metro Place South, Suite 100
Dublin, Ohio 43017
Attention: Brad Block
Email: ventoso76@gmail.com
Telephone: 747-225-2723

with a Copy To: Frost Brown Todd LLC
One Columbus Center, Suite 2300
10 West Broad Street
Columbus, Ohio 43215
Attention: Emmett Kelly
Email: ekelly@fbtlaw.com

Section 8.2. Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party other than his or her official capacity, and neither the members of the legislative body of the County nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 8.3. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect

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any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 8.4. Binding Effect Against Successors and Assigns. The provisions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.

Section 8.5. Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

Section 8.6. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

Section 8.7. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

Section 8.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between any of the Parties and their respective agents and employees, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Delaware County, Ohio.

Section 8.9. Assignment. This Agreement may not be assigned without the prior written consent of all non-assigning Parties.

Section 8.10. Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

Section 8.11. Interpretation. Any reference in this Agreement to the County or to any officers of the County includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code shall include such section, provision or chapter as modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before the date of this Agreement. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise. References to articles, sections, subsections, clauses, exhibits or appendices in this Agreement, unless otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Agreement.

Section 8.12. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.

Section 8.13. Conflicts among the Resolution and Agreement. Where there is a conflict between the Resolution and this Agreement, the Resolution shall take precedence.

Section 8.14. Service Payments. "Service Payments" means service payments in lieu of taxes as defined in the Resolution.

Section 8.15. TIF Fund. "TIF Fund" means the Home High Public Improvement Tax Increment Equivalent Fund created in Section 3 of the Resolution.

Section 8.16. TIF Statutes. "TIF Statutes" means collectively, Sections 5709.77 through 5709.81 of the Ohio Revised Code, as those sections may be amended from time to time;

[SIGNATURE PAGE TO FOLLOW]

In Witness Whereof, the Parties have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

COUNTY:

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Delaware County Board of Commissioners

By: _____
Barb Lewis, President

DEVELOPER:

Home High, LLC,
an Ohio limited liability company

By: Klondike Holdings, LLC,
an Ohio limited liability company,
Manager

By: _____
Bradley Block, Sole Member

FISCAL OFFICER'S CERTIFICATE

The undersigned, County Auditor of the County of Delaware, Ohio under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the County during the year 2019 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2019

Name: _____

Printed: _____

Title: _____
County of Delaware, Ohio

Exhibit A

County Public Infrastructure Improvements

The Public Infrastructure Improvements consist of those public infrastructure improvements, including, but not limited to:

- Right of Way costs and related soft costs.

Other County Public Infrastructure Improvements:

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto;
- Construction, reconstruction or installation of utility improvements (including any underground utilities), storm and sanitary sewers (including necessary site grading therefore);
- Construction, reconstruction or installation of gas, electric, and communication service facilities, and all other appurtenances thereto;
- Construction or reconstruction of one or more public parks, including grading, trees and other park plantings, park accessories and related improvements, and all other appurtenances thereto;
- Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, and all other appurtenances thereto;
- Construction of one or more public parking facilities, including public surface parking and public parking structures and related improvements, and all other appurtenances thereto;
- Demolition and excavation, including demolition and excavation on private property when determined to be necessary for economic development purposes;
- Acquisition of real estate or interests in real estate (including easements) necessary to accomplish the foregoing improvements;
- Environmental remediation, if any;
- Stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare;
- Any on-going administrative expenses relating to the Public Infrastructure Improvements and maintaining the TIF revenues, including but not limited to engineering, architectural, legal, TIF administration and other consulting and professional services; and
- All inspection fees and other governmental fees related to the foregoing.

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The list of Other County Public Infrastructure Improvements provided above contains projects that the County may, but is not required to, elect to fund with the excess TIF Service Payments assigned to the County. However, inclusion of a project herein neither obligates the County to construct or finance the project, nor evidence the County's intent to direct TIF funds or any other funds to these projects. Furthermore, this list is not all inclusive, and the County reserves the right to determine, in its sole discretion, to use the TIF funds for other projects not listed herein that benefit the TIF district as provided below.

The Public Infrastructure Improvements, including the Developer Public Infrastructure Improvements, the County Public Infrastructure Improvements and the above list of Other County Public Infrastructure Improvements, specifically include the costs of financing the Public Infrastructure Improvements, including the items of “costs of permanent improvements” set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which “costs” specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the Debt Service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.

All of the Public Infrastructure Improvements described above and within Article II of the Tax Increment Financing Agreement, including the Developer Public Infrastructure Improvements and the County Public Infrastructure Improvements both as described in Article III of the Tax Increment Financing Agreement, and the Other County Public Infrastructure Improvements are hereby determined to be “public infrastructure improvements” (as defined in Ohio Revised Code Sections 5709.40(A)(8) and 5709.77(H) and are intended to benefit the real property described in Exhibit B.

Exhibit B
Legal Description of the Exempted Property

The Exempted Property consists of the parcel numbers described in the below list identified in the records of the County Auditor of Delaware County, Ohio as of May 22, 2019:

31823002001003

31823002001002

The Exempted Property is also described by reference to the attached map following the list of parcel numbers described above.



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Exhibit C
Legal Description of the Sanitary Easement

(Copy available for review at the Commissioners’ Office Economic Development Department until no longer of administrative value.)

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

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ADMINISTRATOR REPORTS

Dawn Huston, Deputy Administrator
 -No reports.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Benton
 -Had the honor of speaking at both the Oak Grove Cemetary and Resurrection Cemetary Memorial Events on Monday.
 -Will be attending a luncheon at the Willis Building where the Sanitary Engineering Department will be receiving an award.
 -Will be attending the McDonald’s Grand Re-Opening at US 36/37.
 -The Memorial Tournament starts soon.
 -Will be attending the Turning Point Ribbon cutting tomorrow at 12:30 PM. They will be hosting an open house from 11:00-2:00 PM.
 -Attended the Leaderboard Breakfast yesterday morning.
 -Would like to welcome our EMS Director Jeff Fishel on board.

Commissioner Lewis
 -Attended the Powell Memorial Day ceremony.

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RESOLUTION NO. 19-519

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

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 appointment; employment; compensation; of a public employee or public official; to consider the purchase of property for public purposes.

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

RESOLUTION NO. 19-520

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners