

**COMMISSIONERS JOURNAL NO. 76 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 14, 2022**

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
Gary Merrell, Commissioner

10:00 A.M. Public Hearing For Consideration Of The Drainage Improvement Petition For Harsh #480

1
RESOLUTION NO. 22-167

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 10, 2022:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 10, 2022; 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

2
PUBLIC COMMENT
 -None.

3
RESOLUTION NO. 22-168

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0311:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0311 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Description	Line Account	Amount
R2202416	DELAWARE AUTO SALES LLC	REPAIR 708 8922	60111901 - 5370	\$5,235.51
R2202426	PENN CARE MEDICAL PRODUCTS	EMS MEDICAL SUPPLIES	10011303 - 5244	\$10,350.00

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

4
RESOLUTION NO. 22-169

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO BOND PURCHASE AGREEMENT RELATING TO THE COUNTY OF DELAWARE, OHIO HEALTH CARE FACILITIES REFUNDING REVENUE BONDS, SERIES 2016 (SARAH MOORE COMMUNITY); AND AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER RELATED DOCUMENTS IN CONNECTION WITH SUCH AMENDMENT:

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

WHEREAS, the County of Delaware, Ohio ("Issuer") has previously issued its County of Delaware, Ohio Health Care Facilities Refunding Revenue Bonds, Series 2016 (Sarah Moore Community) in the aggregate principal amount of \$7,090,000 (the "Bonds") pursuant to the Bond Purchase Agreement, dated as of December 1, 2016 (the "Original BPA") among the Issuer, Sarah Moore Health Care Center, Inc. (the "Corporation") and Huntington Public Capital Corporation (the "Purchaser"); and

WHEREAS, the Corporation has requested the Issuer and the Original Purchaser to amend, add and/or delete certain definitions in the Original BPA relating to the interest rate applicable to the Bonds and to add certain provisions relating to the transition from LIBOR; and

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WHEREAS, this Board of County Commissioners (the "Board") desires to (a) authorize the execution and delivery of a First Amendment to Bond Purchase Agreement (the "Amendment") among the Issuer, Corporation and the Purchaser, (b) to the extent deemed necessary by Ice Miller LLP, bond counsel to the Corporation ("Bond Counsel"), authorize the execution and delivery of a Tax Regulatory Agreement, or an amendment to the Tax Regulatory Agreement executed and delivered at the time of issuance of the Bonds, with respect to the continued excludability of interest on the Bonds from gross income for federal income tax purposes, and (c) authorize the execution and delivery of related documents to make such amendments to the Original BPA.

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

SECTION 1. Any two members of this Board be and they are hereby authorized and directed to execute and enter into, on behalf of the Issuer, the Amendment. The Amendment shall be substantially in the form presented to this Board and on file with the Clerk of this Board, 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 Amendment as aforesaid.

SECTION 2. In order to provide for the continued excludability of interest on the Bonds from gross income for federal income tax purposes, and if advised by Bond Counsel as being necessary in connection with any deemed "reissuance" of the Bonds resulting from the execution and delivery of the Amendment, 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 regulatory agreement substantially in the form of the tax regulatory agreement executed and delivered in connection with the original issuance of the Bonds, or an amendment or supplement to such original tax regulatory agreement (the "Tax Regulatory Agreement"), between the Issuer and the Corporation, in form and substance satisfactory to the Issuer and its counsel.

SECTION 3. The appropriate officers of the Issuer, including the County Auditor, as fiscal officer of the Issuer, or the appropriate officers of this Board, be and they hereby are authorized to execute and deliver on behalf of the Issuer such other certificates, documents and instruments in connection with the execution and delivery of the Amendment and/or the Tax Regulatory Agreement as may be required, necessary or appropriate, including, without limitation, the execution by the Issuer of replacement Bonds and execution by the Issuer of a new IRS Form 8038, and to exercise and otherwise take all action necessary to the full realization of the rights, accomplishments and purposes of the Issuer under the Amendment. 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 4. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 5. That all resolutions or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

SECTION 6. That this resolution shall be effective from and after its adoption.

FIRST AMENDMENT TO BOND PURCHASE AGREEMENT

among

COUNTY OF DELAWARE, OHIO,

OHIO LIVING SARAH MOORE

and

HUNTINGTON PUBLIC CAPITAL CORPORATION

Dated March 31, 2022

**Amending the Bond Purchase Agreement
Dated as of December 1, 2016**

Relating to

\$7,090,000

**County of Delaware, Ohio
Health Care Facilities Refunding
Revenue Bonds, Series 2016
(Sarah Moore Community)**

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FIRST AMENDMENT TO BOND PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO BOND PURCHASE AGREEMENT (this "Amendment"), dated March 31, 2022, is made among the COUNTY OF DELAWARE, OHIO (the "Issuer"), OHIO LIVING SARAH MOORE (f/k/a Sarah Moore Health Care Center, Inc.) (the "Corporation") and HUNTINGTON PUBLIC CAPITAL CORPORATION (the "Original Purchaser") under the Bond Purchase Agreement, dated as of December 1, 2016 (the "Original BPA" and, together with this Amendment, the "BPA"), each among the Issuer, the Corporation and the Original Purchaser, pursuant to which BPA the Issuer has issued its \$7,090,000 Health Care Facilities Refunding Revenue Bonds, Series 2016 (Sarah Moore Community) (the "Bonds") and made available the proceeds of such Bonds to the Corporation, under the following circumstances, and amends the Original BPA as follows:

A. The Corporation has requested the Issuer and the Original Purchaser to amend certain definitions in the Original BPA relating to the interest rate applicable to the Bonds and to add certain provisions relating to the transition from LIBOR.

B. Section 12 of the Original BPA provides that the desired amendments described in this Amendment may be made by a writing signed by the Issuer, the Corporation and the then-current Holder.

NOW THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements contained herein, the parties hereto agree, covenant and obligate themselves as follows:

Section 1. Use of Defined Terms. Words and terms defined in the Original BPA shall have the same meanings when used herein, unless the context or use clearly indicates another meaning or intent.

Section 2. Definitions. (a) The following definition is added to Section 1 of the Original BPA:

"Prime Commercial Rate" means the rate established by the Servicer from time to time based on its consideration of economic, money market, business and competitive factors, and it is not necessarily the Servicer's most favored rate. Subject to any maximum or minimum interest rate limitation specified herein or by applicable law, any variable rate of interest on Obligations evidenced hereby or in the Bonds shall change automatically without notice to the Corporation or the Issuer immediately with each change in Prime Commercial Rate. The interest rate change will not occur more often than each Business Day. If Prime Commercial Rate becomes unavailable, the Servicer may designate a substitute index after notifying the Corporation. Notwithstanding the foregoing, if Prime Commercial Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

(b) The following definition in Section 1 of the Original BPA is hereby amended and restated in its entirety, as follows:

"LIBOR Index" means for any day, the rate obtained by dividing: (1) the actual or estimated per annum rate, or the arithmetic mean of the per annum rates, of interest for deposits in U.S. dollars for one (1) month, as determined by the Servicer in its discretion based upon reference to information which appears on page LIBOR01, captioned ICE Benchmark Administration Interest Settlement Rates of the Reuters America Network, a service of Reuters America Inc. (or such other page that may replace that page on that service for the purpose of displaying London interbank offered rates; or, if such service ceases to be available or ceases to be used by the Servicer, such other reasonably comparable money rate service as the Servicer may select) or upon information obtained from any other reasonable procedure, as of two Business Days prior to the first day of an Interest Period; by (2) an amount equal to one minus the stated maximum rate (expressed as a decimal), if any, of all reserve requirements (including, without limitation, any marginal, emergency, supplemental, special or other reserves) that is specified on the first day of each Interest Period by the Board of Governors of the Federal Reserve System (or any successor agency thereto) for determining the maximum reserve requirement with respect to Eurocurrency funding (currently referred to as "Eurocurrency liabilities" in Regulation D of such Board) maintained by a member bank of such System, or any other regulations of any governmental authority having jurisdiction with respect thereto as conclusively determined by the Servicer. Subject to any maximum or minimum interest rate limitation specified herein or by applicable law, any variable rate of interest on the Bonds shall change automatically, without notice, on the first day of each Interest Period. The interest rate change will not occur more often than each month.

(c) The definitions of "LIBOR Reference Bank Index" and "Reference Banks" are hereby deleted from Section 1 of the Original BPA.

Section 3. LIBOR Provisions. (a) LIBOR Unavailable, Inadequate or Unlawful. Section 4(b)(i)(A) and (B) of the Original Agreement shall be amended and restated in their entirety to read as follows:

(A) *LIBOR Unavailable or Inadequate.* In the event that Holder reasonably determines that by reason of (A) any change arising after the date of this Agreement affecting the interbank eurocurrency market or affecting the position of Holder with respect to such market, adequate and fair means do not exist for ascertaining the applicable interest rates by reference to which the Bank Purchase Rate then being determined is to be fixed, or (B)(1) any change arising after the date of this Agreement in any applicable law or governmental rule, regulation or order (or any interpretation thereof, including the introduction of any new law or governmental rule, regulation or order), or (B)(2) any other circumstance affecting Holder or the interbank eurocurrency market (such as, but not limited to, official reserve requirements required by Regulation D of the

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Board of Governors of the Federal Reserve System), the Bank Purchase Rate shall not represent the effective cost to Holder of funding or maintaining amounts accruing interest based upon the LIBOR Index, then, and in any such event, the accrual of interest based upon the LIBOR Index shall be suspended until Holder shall notify the Corporation that the circumstances causing such suspension no longer exist, and beginning on the date of such suspension, interest shall accrue at a variable rate of interest per annum, which shall change in the manner set forth in the definition of Prime Commercial Rate, equal to the Prime Commercial Rate less 1.50%.

(B) *LIBOR Unlawful.* In the event that on any date Holder shall have reasonably determined that accruing interest on the Bonds or hereunder based upon the LIBOR Index has become unlawful by compliance by Holder in good faith with any law, governmental rule, regulation or order, then in any such event, Holder shall promptly give notice thereof to the Corporation. In such case, interest shall accrue hereunder at a variable rate of interest per annum, which shall change in the manner set forth in the definition of Prime Commercial Rate, equal to the Prime Commercial Rate less 1.50%.

Section 4(b)(i)(A) and (B) of the Original Agreement shall not be applicable on and after the effective date of a Benchmark Replacement implemented in accordance with Section 4(b)(i)(G) hereof.

(b) LIBOR Transition. Section 4(b)(i) of the Original BPA is hereby amended to add the following new subsection (G) as follows:

(G) Benchmark Replacement Setting. Notwithstanding anything to the contrary herein or in any other Related Document (and any Huntington Provided Interest Rate Hedge shall be deemed not to be a "Related Document" for purposes of this Section):

(a) Replacing USD LIBOR. On March 5, 2021 the Financial Conduct Authority ("FCA"), the regulatory supervisor of USD LIBOR's administrator ("IBA"), announced in a public statement the future cessation or loss of representativeness of 1-month USD LIBOR tenor settings. On the earlier of (i) the date that all Available Tenors of USD LIBOR have either permanently or indefinitely ceased to be provided by IBA or have been announced by the FCA pursuant to public statement or publication of information to be no longer representative and (ii) the Early Opt-in Effective Date, if the then-current Benchmark is USD LIBOR, the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Related Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of the Corporation or the Issuer.

(b) Replacing Future Benchmarks. Upon the occurrence of a Benchmark Transition Event, the Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder and under any Related Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided by the Servicer to the Corporation and the Issuer without any amendment to this Agreement or any other Related Document, or further action or consent of the Corporation or the Issuer. At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the regulatory supervisor for the administrator of such Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the Corporation may revoke any pending request for an advance of bond proceeds, conversion of interest rate mode or extension of the existing interest rate mode that would bear interest by reference to such Benchmark until the Corporation's receipt of notice from the Servicer that a Benchmark Replacement has replaced such Benchmark, and, failing that, the Corporation will be deemed to have converted any such pending request into a request for an advance of bond proceeds, conversion of interest rate mode or extension of the existing interest rate mode that accrues interest at a variable rate of interest per annum equal to Prime Commercial Rate less 1.50%.

(c) Benchmark Replacement Conforming Changes. In connection with the implementation and administration of a Benchmark Replacement, the Servicer will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Related Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of the Corporation or the Issuer.

(d) Notices; Standards for Decisions and Determinations. The Servicer will promptly notify the Corporation and the Issuer in writing of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by the Servicer pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from the Corporation or the Issuer, except, in each case, as expressly required pursuant to this Section. It shall be a condition to the implementation of any Benchmark Replacement or the effectiveness of any Benchmark Replacement Conforming Changes that the Holder, the Corporation and the Issuer receive an opinion of Bond Counsel in form and substance acceptable to the Corporation and the Holder with respect to the Benchmark Replacement and/or Benchmark Replacement Conforming Changes. All costs and expenses (including attorneys' fees) incurred by the Holder or the Servicer in exercising their rights under this subsection shall be paid by the Corporation.

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(e) Unavailability of Tenor of Benchmark. At any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR or USD LIBOR), then the Servicer may remove any tenor of such Benchmark that is unavailable or non-representative for Benchmark (including Benchmark Replacement) settings and (ii) the Servicer may reinstate any such previously removed tenor for Benchmark (including Benchmark Replacement) settings.

(f) Huntington Provided Interest Rate Hedges. In the event a Benchmark Transition Event or an Early Opt-in Election, as applicable, occurs during a period in which the Corporation has a Huntington Provided Interest Rate Hedge in effect that is intended to hedge the interest rate on the Bonds, Servicer may, at the same time, endeavor to conform the benchmark index replacement under this Section with the corresponding benchmark replacement adjustments to such Huntington Provided Interest Rate Hedge, including selecting clause (1)(b) under the Benchmark Replacement definition as the first alternative and adjusting timing and frequency of determining rates and making payments, start dates and termination dates, interest calculation periods and interest calculation settlement dates, all to the extent necessary to preserve the intended economic relationship between this Agreement and such Huntington Provided Interest Rate Hedge.

(g) Definitions. For purposes of this Section 4(b)(i)(G):

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

“Benchmark” means, initially, USD LIBOR; provided that if a replacement of the Benchmark has occurred pursuant to this Section, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to “Benchmark” shall include, as applicable, the published component used in the calculation thereof.

“Benchmark Replacement” means, for any Available Tenor:

(1) For purposes of clause (a) of this Section, the first alternative set forth below that can be determined by the Purchaser:

(a) the sum of: (i) Term SOFR and (ii) 0.11448% (11.448 basis points) for an Available Tenor of one-month’s duration, 0.26161% (26.161 basis points) for an Available Tenor of three-months’ duration, and 0.42826% (42.826 basis points) for an Available Tenor of six-months’ duration, or

(b) the sum of: (i) Daily Simple SOFR and (ii) the spread adjustment selected or recommended by the Relevant Governmental Body for the replacement of the tenor of USD LIBOR with a SOFR-based rate having approximately the same length as the interest payment period specified in clause (i) of this Section; and

(2) For purposes of clause (b) of this Section, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Servicer as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for U.S. dollar-denominated syndicated or bilateral credit facilities at such time;

provided that, if the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Related Documents.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes to this Agreement or the other Related Documents (including changes to the definition of “Business Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that Servicer decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Holder and the Servicer in a manner substantially consistent with market practice (or, if the Servicer decides that adoption of any portion of such market practice is not administratively feasible or if the Servicer determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Servicer decides is reasonably necessary in connection with the administration of this Agreement and the other Related Documents).

“Benchmark Transition Event” means, with respect to any then-current Benchmark other than USD LIBOR, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of

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Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

“Daily Simple SOFR” means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Servicer in accordance with the conventions for this rate recommended by the Relevant Governmental Body for determining “Daily Simple SOFR” for bilateral business loans; provided, that if the Servicer decides that any such convention is not administratively feasible for the Holder or the Servicer, then the Servicer may establish another convention in its reasonable discretion.

“Early Opt-in Effective Date” means, with respect to any Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Corporation and the Issuer, so long as the Servicer has not received, by 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Early Opt-in Election is provided to the Corporation, written notice of objection to such Early Opt-in Election from the Corporation.

“Early Opt-in Election” means the occurrence of:

(1) a determination by the Servicer that at least five (5) currently outstanding U.S. dollar-denominated syndicated or bilateral credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such credit facilities are identified in the notice to the Corporation and the Issuer described in clause (2) below and are publicly available for review), and

(2) the election by the Servicer to trigger a fallback from USD LIBOR and the provision by the Servicer of written notice of such election to the Corporation and the Issuer.

“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to USD LIBOR.

“Huntington Provided Interest Rate Hedge” means an Interest Rate Hedge (as defined in the Covenants Agreement) provided by the Servicer or one or more of its affiliates.

“Related Document” means a Project Financing Document as such term is defined in the Covenants Agreement.

“Relevant Governmental Body” means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

“SOFR” means a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org> (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

“Term SOFR” means, for the applicable corresponding tenor, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

“USD LIBOR” means the London interbank offered rate for U.S. dollars.

Section 4. Revised Bond. The Issuer shall, at the request of the Original Purchaser, execute and deliver a revised Bond to reflect this Amendment.

Section 5. Omnibus Amendment. (a) Any reference to the Original BPA or the Covenants Agreement in the Bonds or in any Bond Document is hereby amended to refer to such agreement, as extended, renewed, amended, substituted, replaced, supplemented, and/or restated from time to time in accordance with

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its terms.

(b) Nothing in this Section or otherwise in this Amendment shall constitute a novation or be interpreted to extinguish, terminate or impair the Corporation's obligations under the Bonds or any Bond Document, and shall not affect the lien or priority of any security interests or other collateral securing the Bonds or Bond Documents.

Section 6. Signing Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. It shall not be necessary in proving this Amendment to produce or account for more than one of those counterparts.

Section 7. Governing Law. This Amendment shall be governed exclusively by and construed in accordance with the laws of the State.

Section 8. Effective Date. This Amendment shall become effective on March 31, 2022 (the "Effective Date"). As of the Effective Date, the Original BPA will be and be deemed to be, modified and amended in accordance herewith, and the respective rights, duties and obligations under the BPA shall be determined, exercised and enforced thereunder subject in all respect to the provisions of this Amendment, and all provisions hereof shall be deemed to be part of the terms and conditions of the BPA for any and all purposes. The terms and provisions of the Original BPA, except as expressly modified by the terms of this Amendment, remain in full force and effect, and shall not be released, impaired, diminished, waived or in any way modified or amended as a result of the execution and delivery of this Amendment or by the agreements and undertakings of the parties contained herein.

IN WITNESS WHEREOF, the Issuer, the Corporation and the Original Purchaser have caused this First Amendment to Bond Purchase Agreement to be duly signed in their respective names by their duly authorized officers as of the date first above written.

COUNTY OF DELAWARE, OHIO

By _____
County Commissioner

By _____
County Commissioner

By _____
County Commissioner

Approved as to form:
By: _____
Staff Attorney, Board of Commissioners County of Delaware, Ohio

OHIO LIVING SARAH MOORE
By: _____
Robert B. Stillman, Treasurer

HUNTINGTON PUBLIC CAPITAL CORPORATION, as Original Purchaser and Holder

By: _____

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

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RESOLUTION NO. 22-170

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATION FOR JOB AND FAMILY SERVICES:

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

Supplemental Appropriation
22411605-5260 JFS Administration/Inv Tool, Equip, Furniture \$32,000.00

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

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RESOLUTION NO. 22-171

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:

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

Supplemental Appropriation

22211330-5266	American Rescue Plan/COVID 19 Supplies	10,000.00
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Vote on Motion	Mr. Merrell	Aye	Mrs. Lewis	Aye	Mr. Benton	Aye
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RESOLUTION NO. 22-172

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DR LAWNCARE LLC FOR THE 2022-2023 ROADSIDE MOWING (SOUTH):

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

**Roadside Mowing Contract (SOUTH)
Bid Opening of January 25, 2022**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to DR Lawncare, LLC, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and DR Lawncare for 2022-2023 Roadside Mowing (South);

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with DR Lawncare LLC for 2022-2023 Roadside Mowing (South) as follows:

CONTRACT

THIS AGREEMENT is made this 14th day of March, 2022 by and between DR Lawncare LLC, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

**DR Lawncare LLC
784 TR 1894
Ashland, OH 44805**

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the improvements embraced in the project named “2022-2023 Roadside Mowing (South) Contract”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the total sum not to exceed Sixty-Six Thousand Nine Hundred Sixty-Nine Dollars and Fifty Cents (\$66,969.50), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for 2022 at Fifty-Six Thousand Nine Hundred Sixty-Nine Dollars and Fifty Cents (\$56,969.50), and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Ten Thousand Dollars (\$10,000).

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any

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provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

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

**8
RESOLUTION NO. 22-173**

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DR LAWCARE LLC FOR THE 2022-2023 ROADSIDE MOWING (NORTH):

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

**Roadside Mowing Contract (North)
Bid Opening of January 25, 2022**

WHEREAS, as the result of the above referenced bid opening, the Engineer recommends that a bid award be made to DR Lawncare, LLC, the low bidder for the project; and

WHEREAS, the County Engineer recommends approval of the Contract between the Delaware County Commissioners, and DR Lawncare for 2022-2023 Roadside Mowing (North);

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners awards the bid to and approves the contract with DR Lawncare LLC for 2022-2023 Roadside Mowing (North) as follows:

CONTRACT

THIS AGREEMENT is made this 14th day of March, 2022 by and between DR Lawncare LLC, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

**DR Lawncare LLC
784 TR 1894
Ashland, OH 44805**

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the improvements embraced in the project named "2022-2023 Roadside Mowing (North) Contract", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the total sum not to exceed Sixty-Four Thousand Nine Hundred Thirty Dollars and Ninety-Six Cents (\$64,930.96), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for 2022 at Fifty-Four Thousand Nine Hundred Thirty Dollars and Ninety-Six Cents (\$54,930.96), and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Ten Thousand Dollars (\$10,000).

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any

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provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

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

9
RESOLUTION NO. 22-174

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR DEL-TR114-01.93 (ORANGE ROAD RAILROAD GRADE SEPARATION):

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

WHEREAS, on February 24, 2020, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 20-190, declaring the necessity for improvements to Orange Road, including a grade separation structure carrying the Norfolk & Southern and CSX Railroads over Orange Road, and entering into an agreement with Gannett Fleming Engineers and Architects, P.C., for required engineering services associated with the improvements; and

WHEREAS, Gannett Fleming Engineers and Architects, P.C., has completed preliminary engineering for the proposed improvements under the direction of the County Engineer pursuant to the agreement; and

WHEREAS, the County Engineer has negotiated a scope of work and fee to perform detailed design of the improvements and recommends modifying the agreement accordingly;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Amendment No. 1 to the Professional Services Agreement with Gannett Fleming Engineers and Architects, P.C.:

**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
DEL-TR 114-01.93 (Orange Road RRGs)
PID NO. 1804 / 115566**

This Amendment No. 1 to the Prime Agreement dated February 24, 2020, is made and entered into this 14th day of March, 2022, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Gannett Fleming Engineers and Architects, P.C., 2500 Corporate Exchange Drive, Suite 230, Columbus, OH 43231 (“Consultant”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – AMENDMENT

Pursuant to Section 3.1 of the Prime Agreement, the Parties mutually agree to amend the Prime Agreement as follows:

- A. Section 4.2 of the Prime Agreement shall be modified to increase the maximum total compensation to One Million Four Hundred Seventy-Seven Thousand Five Hundred Ninety-Five dollars and Zero Cents (\$1,477,595.00).

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Prime Agreement not specifically amended herein shall remain in full force and effect.

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

10
RESOLUTION NO. 22-175

IN THE MATTER OF APPROVING THE PLATS OF SUBDIVISION FOR 7300 CONCORD CAD; WOODCREST CROSSING SECTION 4; EVANS FARM MARKETPLACE WEST SECTIONS 2,3 &4, PHASE A & B; AND NORTHSTAR PORTRUSH ROAD:

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

7300 CONCORD CAD

WHEREAS, 365Land LLC has submitted the Plat of Subdivision (“Plat”) for 7300 Concord CAD including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Concord Township Zoning Officer has reviewed said Plat and Plans for conformance with

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Township Zoning Regulations and approved said Plat on December 22, 2021; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on December 22, 2021; 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 January 7, 2022; 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 January 18, 2022; 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 February 22, 2022; and

WHEREAS, the Delaware County General Health District has reviewed said Plat and Plans for conformance with the Delaware County Health District with its rules and regulations and approved said Plat on December 22, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for 7300 Concord CAD:

7300 Concord CAD:

Situated in the Township of Concord, County of Delaware and Millcreek Township in Union County, State of Ohio, being part of Virginia Military Survey Number 2997 and 9.250 acres of a 13 acre tract conveyed to 365Land LLC in deed book 1821, page 1637 and I.N 20101290001364. Cost: \$12 (\$3 per buildable lot)

WOODCREST CROSSING SECTION 4

WHEREAS, M/I Homes of Central Ohio, LLC, has submitted the Plat of Subdivision ("Plat") for Woodcrest Crossing Section 4, and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on June 29, 2021; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on June 30, 2021; 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 February 7, 2022; 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 February 14, 2022; 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 February 25, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision of Woodcrest Crossing Section 4:

Woodcrest Crossing Section 4:

Situated in the State of Ohio, County of Delaware, Township of Liberty, in Farm Lot 31, Quarter Township 3, Township 4, Range 19, United States Military Lands, containing 13.320 acres of land, more or less, said 13.320 acres being comprised of a part of each of these tracts of land conveyed to M/I Homes of Central Ohio, LLC by the deeds of record in Official Record 1805, Page 2086 and Official Record 1930, Page 2798. Recorder's Office, Delaware County, Ohio. Cost: \$75 (\$3 per buildable lot)

EVANS FARM MARKETPLACE WEST SECTIONS 2, 3 & 4 PHASE A & B

WHEREAS, BZ Evans, LLC, has submitted the Plat of Subdivision ("Plat") for Evans Farm Marketplace West Sections 2, 3 & 4 Phase A & B including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

WHEREAS, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on December 17, 2021; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on December 22, 2021; and

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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 January 7, 2022; 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 February 14, 2022; 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 February 25, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plat as Subdivision for Evans Farm Marketplace West Sections 2, 3 & 4 Phase A & B:

Evans Farm Marketplace West Sections 2, 3, &4 Phase A & B:

Situated in the State of Ohio, County of Delaware, Township of Orange, Quarter Township 2, Township 3, Range 18, Farm Lot 16, United States Military Lands, being 4.056 acres of land all out of that 10.769 acre tract of land as conveyed to BZ Evans LLC, of record in official record 1701, page 2316, being of record in the Recorder’s Office, Delaware County, Ohio. Cost: \$18 (\$3 per buildable lot)

NORTHSTAR PORTRUSH ROAD

WHEREAS, Northstar Residential Development, LLC, has submitted the Plat of Subdivision (“Plat”) for Northstar Portrush Road 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 January 31, 2022; and

WHEREAS, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on January 31, 2022; 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 February 7, 2022; 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 February 14, 2022; 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 February 25, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the plat for Northstar Portrush Road:

Northstar Portrush Road:

Situated in the State of Ohio, County of Delaware, Township of Berkshire, Farm Lots 2, 3 & 4 (Middle Tier), Quarter Township 2, Township 4, Range 17, United States Military District, and a re-plat of Northstar Prestwick Road (Northstar Section 1, Phase A, Lot 644 with Additoinal Lands, Plat Cabinet 5, slide 720 all of which is currently owned by Northstar Residential Development, LLC being of record in the Recorder’s Office, Delaware County, Ohio. Cost: \$12 (\$3 per buildable lot)

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

11

RESOLUTION NO. 22-176

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
UT22-0032	Spectrum	Augusta Woods Court	Place cable in ROW

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UT22-0033	Verizon	Arnold Place	Install pole with antenna
UT22-0034	Columbia Gas	Woodcrest Crossing 4	Install gas main
UT22-0035	Horizon	Moore Road	Install fiber optic cable
UT22-0036	Spectrum	Rome Corners Road	Place cable in ROW

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

12

RESOLUTION NO. 22-177

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

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

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Board of Commissioners (the “Board”) may purchase machinery and equipment for the construction, improvement, maintenance or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary, including purchase of automobiles, motorcycles, or other conveyances and maintenance thereof for the use of the county engineer and the engineer's assistants when on official business; and

WHEREAS, the County Engineer’s Office has a need for a 2024 HV507 SFA (HV507) Tri Axle Dump for use in performing the office’s official duties; and

WHEREAS, the Board participates in the Ohio Department of Transportation’s cooperative purchasing program (the “Program”), and the dump truck is available for purchase via the Program;

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

Section 1. The Board hereby authorizes the purchase of a 2024 HV507 SFA (HV507) Tri Axle Dump, at the price of \$117,317.10.

Section 2. The purchase authorized in Section 1 hereof shall be subject to the ODOT Program Contract #023-22, which is fully incorporated herein and of which the purchase orders shall be made a part.

Section 3. The Clerk shall provide a copy of this Resolution to the County Engineer.

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

13

RESOLUTION NO. 22-178

IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATE AND SETTING THE BID DATE FOR THE PROJECT KNOWN AS DEL-CR3642-0.00 BYXBE PARKWAY, PHASE 1A:

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

WHEREAS, the County Engineer has prepared specifications and an estimate for the project known as DEL-CR3642-0.00 Byxbe Parkway, Phase 1A, which includes the construction of a section of the road to be known as Byxbe Parkway (CR3642) extending from Bowtown Road to a proposed single lane roundabout at the intersection of S.R. 521;

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

Section 1. The specifications and estimate for the project known as DEL-CR3642-0.00 Byxbe Parkway, Phase 1A, 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:

**Public Notice
Advertisement for Bids**

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Bids shall be submitted electronically through the www.bidexpress.com web service until 10:00 am on Tuesday, April 5, 2022, at which time they will be publicly received and read aloud, for the project known as:

DEL-CR3642-0.00
Byxbe Parkway, Phase 1A

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

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

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

The Owner requires that all work associated with the project be completed before June 30, 2023. The estimated commencement of work date is April 18, 2022.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4115 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

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

Delaware Gazette Advertisement Dates: March 18, 2022

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

15

ADMINISTRATOR REPORTS

Tracie Davies, County Administrator
-No reports.

Dawn Huston, Deputy Administrator
-No reports.

16

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell
-Attended the Area 18 Opioid meeting last Thursday.
-CCAO met via Zoom last Friday.

Commissioner Benton
-Sunny Vee, a parcel on Columbus Avenue and a parcel on London Road will be a part of the Auditor's Auction tomorrow morning at 10:00 AM.
-Will be attending the MORPC State of the Region on Wednesday.

Commissioner Lewis
-No reports.

Recessed at 9:53 AM/Reconvened at 10:01 AM

10:00A.M. Public Hearing For Consideration Of The Drainage Improvement Petition For Harsh #480

14

RESOLUTION NO. 22-179

10:00A.M. - PUBLIC HEARING FOR CONSIDERATION THE HARSH #480 DRAINAGE IMPROVEMENT PETITION FILED BY THOMAS & CHRISTINE FINKS:

It was moved by Mr. Merrell, seconded by Mr. Benton to open the hearing at 10:02 A.M..

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

14 continued

RESOLUTION NO. 22-180

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

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

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

14 continued

RESOLUTION NO. 22-181

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE HARSH #480 DRAINAGE IMPROVEMENT PETITION FILED BY THOMAS & CHRISTINE FINKS:

It was moved by Mr. Benton, seconded by Mr. Merrell to close the hearing at 10:38 A.M..

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

14 continued

RESOLUTION NO. 22-182

IN THE MATTER OF PROCEEDING WITH THE PROJECT SURVEY AND DESIGN FOR THE HARSH #480 DRAINAGE IMPROVEMENT, PETITIONED BY THOMAS & CHRISTINE FINKS:

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

WHEREAS, on September 8, 2021, a petition for the Harsh #480 Drainage Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, on Monday December 20, 2021, the Board conducted a view of the proposed improvement; and

WHEREAS, on Monday March 14, 2022, the Board held the first hearing on the petition; and

WHEREAS, after hearing the preliminary report of the Delaware County Engineer and any evidence offered by any owner for or against the granting of the proposed improvement or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, the Board is prepared to vote to determine whether to proceed with the project survey and design or to dismiss the petition, taking into consideration the petition, the preliminary report, and comments on the proposed improvement;

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

Section 1. The Board hereby finds that the proposed improvement is necessary, that it will be conducive to the public welfare, and that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs. Accordingly, the Board hereby decides to proceed with the project survey and design.

Section 2. The Board hereby determines that the route and termini of the proposed improvement, and the manner of construction thereof, shall be as set forth in the Delaware County Engineer's preliminary report.

Section 3. The Board hereby orders the Delaware County Engineer to prepare reports, plans, and schedules for the proposed Harsh #480 Watershed Drainage Improvement. The Board hereby sets March 14, 2024, as the date by which the Delaware County Engineer shall file the reports, plans, and schedules, whereupon a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE HARSH #480 DRAINAGE IMPROVEMENT PROJECT 403114-91.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were conducted in compliance with the laws of the State of Ohio.

Section 6. This Resolution shall be effective immediately upon adoption.

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

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RESOLUTION NO. 22-183

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR PENDING OR IMMINENT LITIGATION:

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

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

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

Section 1. The Board hereby adjourns into executive session for consideration of purchase of property for public purposes; for pending or imminent litigation.

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

RESOLUTION NO. 22-184

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners