

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 11, 2005

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

9:45 AM Public Hearing for Proposed Issuance of Capital Facilities Bonds, Series 2005A for the Purpose of Constructing, Equipping, Furnishing and Otherwise Improving a County Building to Provide Facilities for Senior Citizens Services

PUBLIC COMMENT

RESOLUTION NO. 05-1068

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 4, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held August 4, 2005 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Abstain

RESOLUTION NO. 05-1069

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 8, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held August 8, 2005 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Abstain Mr. Ward Aye

RESOLUTION NO. 05-1070

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0810 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0810:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0810, memo transfers in batch numbers MTAPR0810 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO’s</b>			
Acoustic Ceiling and Partition	Ceiling Repair/Dog Shelter	40111402-5410	\$ 6,400.00
Cleveland Corporate	Smart Training Room	21511309-5301	\$ 6,936.00
Verizon	Maintenance Contract	21411306-5325	\$ 34,838.52
<b>Increases</b>			
Juvenile Court	Lab Test	22511607-5340	\$ 9,000.00
Pam Barbosky-Lammon	Public Defender	10011202-5301	\$ 10,000.00
<b>Vouchers</b>			
Delaware Area Career Center	ABLE	22411603-5348	\$ 9,830.79
Community Action Org	Summer Works Program	22311611-5348	\$ 10,532.00
AEP	Service	65211919-533833802	\$ 11,661.57
AEP	Service	65211905-533833802	\$ 29,327.74
US Postal Service-Hasler	Postal Service	10011105-5331	\$ 20,000.00
Schottenstein Zox	Legal Serv/Perry Taggart	65511918-5301	\$ 22,798.34
Comp Management Inc.	Workers Comp Coverage	75110902-5301	\$ 5,600.00
URS Corporation	Consulting Transfer Station	68011916-5301	\$ 11,437.48
URS Corporation	Consulting Tunneling Perry	65511918-5415	\$ 14,100.86

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-1071

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, J. JEFFREY MCNEALEY, ESQ REQUESTING ANNEXATION OF 212.91 ACRES OF

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LAND IN BERLIN TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Ward, seconded by Mr. Evans to acknowledge that on August 5, 2005 the Clerk to the Board of Commissioners received an annexation petition request to annex 212.91 acres from Berlin Township to the City of Delaware.

Vote on Motion                      Mr. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05 -1072

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

The Commissioners’ Office is requesting that Letha George attend the September GFOA Conference in Cleveland, Ohio, at the cost of \$560.00.

Vote on Motion                      Mr. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-1073

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE OHIO BELL TELEPHONE COMPANY DBA SBC; THE DELAWARE COUNTY SHERIFF AND THE DELAWARE COUNTY COMMISSIONERS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

INMATE PAY PHONE  
SERVICE AGREEMENT

**THIS AGREEMENT** is entered into on June 27, 2005, and is between Delaware County, Ohio with offices at 844 US 42N, Delaware, Ohio 43015 (“Customer”) and The Ohio Bell Telephone Company *d/b/a/* SBC Ohio with offices at 11804 Conrey Road, Cincinnati, OH (“SBC”). SBC and Customer may each be referred to in this Agreement as a “Party” and, collectively, as the “Parties”.

- 1. TERN! OF AGREEMENT- This Agreement shall be in effect for two (2) years commencing on July 1, 2005 (“Effective Date”) and terminating on June 30, 2007 (“Termination Date”). SBC shall have the right to enter the premises to remove its inmate Pay Phones upon termination of this Agreement.
- 2. PREMISES - Customer hereby agrees to provide SBC the exclusive right to install and maintain inmate telephone equipment located at the premises known as:

Delaware County Jail  
844 US 42 N  
Delaware, Ohio 43015
- SBC shall have the exclusive right to provide inmate telephone service at any and all future facilities owned, operated or maintained by Customer.
- All such inmate telephone equipment shall remain the property of SEC.
- 3. ALTERATIONS AND ATTACHMENTS - Customer shall not authorize or cause any person, other than authorized employees of SBC to connect, disconnect, move or alter SBC inmate telephones unless otherwise mutually agreed upon by both Parties.
- 4. COMPENSATION - In consideration of Customer providing space to SBC for inmate telephone equipment, SBC shall install, operate and maintain inmate telephones at no charge to Customer. SBC shall compensate the Customer by paying a commission for revenue generated from calls made from the SBC inmate pay phones covered under this Agreement calculated as follows:

- (a) thirty-five percent (35%) of the gross billed SBC local and intraLATA revenue; plus
- (b) thirty-five percent (35%) of the gross billed interLATA revenue,
- (c) less zero percent (0%) of the sum of(a) and (b) to account for uncollected revenue due to fraud and/or bad debt.

This level of compensation shall be paid to Customer on a monthly basis. SBC and Customer agree that all

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charges and compensation policies are subject to change by SBC as may be required by any regulatory or judicial body with authority to mandate such changes.

Additional compensation shall be provided to customer as a signing bonus in the form of payments, on behalf of Customer, to DSS Corporation ('DSS') for the purchase and maintenance of a Digital Voice Recording Solution with up to 24 Digital Ports and up to 4 Port Analog Card (Radio), as further set forth in Exhibit A, which is attached hereto and incorporated by reference herein. The total cost of the System, including first and second year annual maintenance payments, shall equal twenty three thousand three hundred and forty five dollars (\$23,345). Payment by SBC to DSS for the Recording Equipment and installation shall be made as follows:

- a) Upon receipt of a valid initial invoice, Customer shall immediately forward such invoice to SBC for payment. This initial invoice shall be in the amount of ten thousand five hundred and forty-seven dollars and fifty cents (\$10,547.50). SBC shall pay such invoice to DSS on behalf of Customer within thirty (30) days of receipt of the invoice from Customer.
- b) Upon successful installation and Customer sign-off, DSS will invoice Customer for the second invoice of ten thousand five hundred and forty-seven dollars and fifty cents (\$10,547.50). Upon receipt of a valid second invoice, Customer shall immediately forward such invoice to SBC for payment. SBC shall pay such second invoice to DSS on behalf of Customer within thirty (30) days of receipt of the second invoice from Customer.
- e) The first year maintenance payment of the Recording Equipment shall be included in the payments referenced in a) and b) above. Upon receipt of a valid invoice for DSS system maintenance for the second year, Customer shall immediately forward such maintenance invoice to SBC for payment. This invoice shall be in the amount of two thousand two hundred and fifty dollars (\$2,250). SBC shall pay such second year maintenance invoice to DSS on behalf of Customer within thirty (30) days of receipt of the second year maintenance invoice from Customer.
- d) SBC shall not be responsible for any late payments or penalties charged by DSS unless such charges are due directly to SBC's untimely payment to DSS. SBC makes no representations or warranties related to the merchandise purchased on behalf of the Customer and, notwithstanding anything to the contrary in this Agreement, SBC does not assume any responsibility for any damages at all, consequential or otherwise, resulting from the merchandise. Once payment is made by SBC, the Customer assumes all liability associated with the identified products and DSS and shall address any issues relating to the merchandise to DSS and not to SBC. Should the Customer raise a dispute with SBC in any forum relating to such merchandise, this Agreement shall be admissible as an absolute and complete defense, and the Customer shall pay any and all costs, including attorneys fees and costs, incurred by SBC.

Customer herein grants SBC the exclusive authority to act as Customer's agent for the purpose of selecting and/or changing the Preferred Interexchange Carrier (PIC) on the inmate pay phones covered by this Agreement. Customer and SBC agree that SBC shall have the sole right to select and contract with, change, and/or restrict the local and long distance carriers (both intraLATA and interLATA) for all inmate pay phones covered by this Agreement. For any such selected carrier, SBC shall pay compensation at the above-mentioned rates.

**5. ADVANCE PAY COLLECT CALLING** — SBC shall provide the option for selected end-user accounts, at such end-user discretion, to have calls handled on an Advance Pay basis ("Advance Pay Accounts"). For such Advance Pay Accounts - the called party will be allowed to establish and maintain a running pre-paid balance for all collect calls from the facility. Commission on Advance Pay Accounts shall be thirty-five percent (35%) of the gross billed revenue.

**6. PREPAID CALLING CARDS** - As set forth in this paragraph, SBC shall permit inmates at the Customer Premises set forth above to complete inmate telephone calls from Inmate Telephone Equipment using prepaid calling cards ("Prepaid Cards") purchased exclusively from SBC. Notwithstanding any provisions of this Agreement, calls made by inmates using Prepaid Cards shall not be eligible for Compensation as set forth in Section 4 of this Agreement. Customer hereby agrees to order and purchase Prepaid Cards from SBC. SBC agrees to sell Prepaid Cards to Customer at a price equal to a thirty-five (35%) discount from the face denomination of such Prepaid Cards. (For example, a ten dollar (\$10.00) prepaid card shall be sold by SBC to Customer for six dollars and fifty cents (\$6.50)). Orders for Prepaid Cards shall be placed by Customer to SBC in increments of no less than twenty-five cards for each order. At the time each order is placed, Customer shall specify the quantity and the denominations of the Prepaid Cards for that order (for example, one hundred (100) ten dollar (\$10) cards, two hundred (200) twenty dollar (\$20) cards, etc). Upon delivery and receipt of the Prepaid Cards from SBC, Customer shall bear all responsibility for Prepaid Cards, including but not limited to their sale to inmates, lost or stolen Cards, refund requests, and potentially fraudulent usage. Customer shall submit payment for each order of Prepaid Cards within thirty (30) days of the activation of the Prepaid Cards, subject to a late fee amount of one and one half percent (1.5%) interest calculated per month. Prepaid Cards

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shall be activated by SBC upon notification by the Customer of Customer's intent to activate the Prepaid Cards.

7. OPERATION OF TILE INMATE TELEPHONES - SBC shall be responsible for the operation of the inmate pay phones and related equipment on the premises. Except as otherwise specified herein, changes in the number of inmate pay phones or their location on the premises shall be mutually agreed to by the Parties. The inmate pay phones shall not be higher than such height as prescribed by law or regulation. Customer shall provide any electricity necessary for the operation of the inmate pay phones. The provision of services under this Agreement shall include Public Sector Technologies, Inc. RACTS Comlink 2000 Operating System, the components of which are as follows.

**RACTS Comlink 2000 operating system:**

**Work Station -1, networked to LAN with SentryAlert**  
**Laser Printer — 1**  
**CD/DVD Burner- 1**  
**Sentrylink — On-Site Administration Software for the RACTS Comlink.**  
**Windows Point and Click operating system**  
**Call Blocking**  
**Pin Numbers**  
**Positive Call Acceptance, DTMF or Rotary**  
**Refused Number Buffer**  
**Random Call Location Tag Line**  
**Synthetic Dial Tone**  
**Restrict Dialing after Call Completion**  
**Call Duration Timing**  
**Detect Circumstances Surrounding a Three-Way Call**  
**Detailed Call Records**  
**Extensive Reporting Capabilities**  
**Remote Diagnostics and Alarms**  
**Multiple On/Off Times per Day**  
**Custom Handling of Destination Numbers**  
**Exact Called Party Rate Quotes**  
**Expandable & Upgradeable System**  
**Monitoring & Recording with 180 days archiving**  
**SentryLink Maintenance Software**  
**SentryLink PIN System Software**  
**SentryVoice Software**  
**SentryAlert Software**  
**VisitCom — S visitation phones, monitor and record, 180 days archiving**  
**GuardCheck Software**

All SentryLinkAdd-On Modules listed above will be installed at the time of SEC's upgrade at no cost to Delaware County and when Software enhancements are provided by Public Sector Technologies Inc. SEC will schedule and install the new software enhancements at no cost to the County.

8. REMOVAL OF PAY TELEPHONES - SBC may, after reasonable notice to Customer remove any inmate pay phone which has failed to generate sufficient revenue to meet such revenue requirements as are determined by SBC or when a significant safety hazard to SBC employees or telephone users exists.

9. ACCESS TO PREMISES - SBC shall have reasonable access to the premises during normal business hours to service, maintain and if applicable, remove the inmate pay phones.

10. DEFAULT - Either Party may terminate this Agreement immediately following written notice in the event the other party is in default as to any of its material obligations hereunder, provided that: (a) the defaulting Party has received a written notice containing a reasonably complete description of the default and (b) the defaulting Party has failed to cure the default within forty-five (45) days of receiving such notice. Upon any such termination, SBC shall be entitled to remove its inmate telephone equipment as soon as practicable. In the event SBC is in default, and fails to cure such default as set forth above, Customer may terminate this Agreement at no further cost to Customer.

11. TERMINATION FOR CONVENIENCE - Notwithstanding the foregoing and subject to the terms set forth in Section 12, either Party may terminate this Agreement without cause by providing the other Party with ninety (90) days prior written notice.

12. TERMINATION CHARGES - If this Agreement is terminated other than pursuant to Section 1 or 15 of this Agreement, SBC shall have at least sixty (60) days to remove its inmate pay phone equipment at no charge to

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Customer. In addition, if this Agreement is terminated other than pursuant to Section 1 or 15 of this Agreement, through no fault of SBC, Customer agrees to reimburse SBC for any unamortized portion of the equipment payments described in Section 4 ("unamortized" meaning the total amounts paid, divided by 24, and multiplied by the number of months remaining in the initial Agreement term.). The Parties agree that such sum constitutes a reasonable forecast of probable actual loss in light of anticipated harm. Customer agrees to pay these charges before SBC is required to remove the Telephone Equipment.

13. **LIABILITY** - Without limiting the responsibilities of the Parties, SBC shall be responsible for any and all proven claims, including claims of negligence, which arise due to SBC's acts or omissions, and Customer shall be responsible for any and all proven claims, including claims of negligence, which arise due to Customer's acts or omissions. If the Inmate Pay Phone Equipment is willfully damaged or destroyed by the Customer or the Customer's employees, Customer shall be responsible to pay SBC's cost of restoring service and/or repairing equipment. The Customer agrees that no liability shall attach to SBC by reason of any defacement or damage to its premises resulting from the existence of SBC's equipment or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of SBC or its employees.

14. **NOTICES** - SBC shall mail compensation and all notices to Customer at the address indicated above. Customer shall mail all notices to SBC at the following address:

SBC Public Communications  
Ann: Manager Contract Admin.  
134 NW 6th Street, Lower Level  
Evansville, Indiana 47708

15. **RENEWAL** - Unless sixty (60) days prior to the termination date or any subsequent renewal term, either Party cancels renewal of this Agreement in writing via certified mail, return receipt requested, this Agreement will automatically be renewed for consecutive one (1) year terms under identical terms and conditions.

16. **ASSIGNMENT** — Either Party may, at any time, assign this Agreement or any portion hereof, to an affiliate or any third Party. This Agreement shall benefit and/or be binding upon the successors, assigns, lessees or beneficiaries of both Parties.

17. **FORCE MAJEURE** — Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement if the delay or failure to perform is without the fault or negligence of the party claiming excusable delay and is due to causes beyond the control of said party, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; and freight embargoes.

18. **REGULATORY APPROVALS** — This Agreement is expressly subject to the applicable provisions of SBC's tariff(s) directly or indirectly relating to inmate pay phone service, and to all other governmental orders, rules, regulations or requisite approvals as may apply from time to time. In the event any legislation, regulatory or judicial order, in the reasonable opinion of SBC, substantially modifies the current statutes, regulations, laws, or other rules pertaining to the inmate pay phone industry (including, but not limited to: the provision of operator services, the relevance and acceptance of calling cards, or the industry's financial arrangements) this Agreement shall, at SBC's option, be subject to termination or negotiated modification. Termination by SBC hereunder shall be upon thirty (30) days prior written notice.

19. **AUTHORITY** - Each Party represents to the other that it has full authority to enter into and secure performance of this Agreement, and that the person signing this Agreement on behalf of the Party has been properly authorized to enter into this Agreement. Customer represents that it does not have any other agreement, oral or written, that conflicts with this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by all of its terms and conditions.

20. **GOVERNING LAW** - The validity of this Agreement, the construction and enforcement of its terms and the interpretation of the Parties rights and duties shall be governed by the laws of the state of Ohio. Any and all legal disputes related to this Agreement filed between the parties shall be filed in and heard before the courts of Delaware County, Ohio.

21. **CONFIDENTIALITY** — To the extent permitted by law, Customer shall keep confidential any information which SBC deems to be confidential or proprietary and so advises Customer or so labels the information. Such information shall include, but not be limited to: the Compensation Rates and/or amount of the payment Customer receives from SBC and the terms of this Agreement. SBC acknowledges that most information provided to the Customer is a "public record" under Ohio law and will be required to be produced by the Customer upon request from a third party. Upon receiving a request from a third party for such information, the Customer will notify SBC of its intent to produce the information. Within two (2) business days of such notification, SBC shall notify the Customer of any objection it has to the production of the information to the third party. If SBC objects to the production of the information to the third party, it shall agree to hold the Customer harmless and indemnify and/or reimburse the Customer for all costs expenses, etc. necessary to

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defend the Customer’s failure to produce the information, including, but not limited to, court costs, attorneys’ fees (both those of the Customer and those ordered paid by the Customer), and fines, penalties and damages the Customer is required to pay. All information SBC provides to the Customer shall remain the property of SBC, subject to the provisions of state and federal law.

22. SEVERABILITY - If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceable provision will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of both parties will be construed and enforced accordingly. In the event such provision is considered an essential element of this Agreement, the Parties will promptly negotiate a replacement that is comparable in substance to the invalidated provision.

23. ENTIRE AGREEMENT - This Proposal and this Agreement constitutes the entire agreement between Customer and SBC and may not be modified or amended other than by written agreement by both Parties.

**EXHIBIT A**

**VALUE PROPOSITION**  
**COMPLETE TURNKEY SOLUTION**

Digital Voice Recording Solution with 24 Digital Ports	\$19,595.00
4 Port Analog Card (Radio)	included
Instant Retrieval site license	Included
Real Time “Live” Monitoring site license	Included
LAN/WAN/SAN Archive Management	Included
Minored Hard Disk Drive Internal (180 Days minimum)	Included
Software updates and releases	Included
Remote diagnostics	Included
Technical Service and support	Included
DSS Streaming support	Included
Installation (Cabling Included)	\$1,500.00
Service Contract 2 <sup>nd</sup> –X Year Service and Support 24/7	\$2,250.00
4-Hour response time, Onsite whenever necessary	

Includes remote dial out capabilities, dial-ins, remote service/support, and any and all service issues related to the recording and monitoring application. Actual Service contracts will be designed to meet the needs of SBC; referencing Delaware County Jail.

Installation: From Customer provided connection points. Telephone modem and LAN drop must also be available at time of installation.

Questions or concerns regarding the installation of this solution can be directed to Mr. Joseph Riegel at DSS Corporation. Telephone: 1-248-752-7300. Sales and Support questions can be directed to Gary Define, at 800-921-6909 or Cell: 330-414-7774.

**Payment Terms: Purchase order and Payment within 30 days of invoice**

Vote on Motion                      Mr. Ward                      Aye                      Mr. Jordan                      Aye                      Mr. Evans                      Aye

**RESOLUTION NO. 05-1074**

**RESOLUTION TO ENTER A CONTRACT AND FUND A WOMEN’S BASIC SELF DEFENSE CLASS #6305 PROVIDED BY IMPACT SAFETY PROGRAMS :**

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

**PREAMBLE**

**WHEREAS**, the Delaware County Prosecuting Attorney’s Office through its Victim’s Assistance Unit wishes to contract with IMPACT Safety Programs (“IMPACT”) to provide a Women’s Basic Self Defense Class #6305, and;

**WHEREAS**, the class will taught by employees of IMPACT and will be held September 9 through September 11, 2005 in the Rutherford B. Hayes Building, (a.k.a. The Delaware County Services Building) located at 140 N. Sandusky Street, Delaware, Ohio in room G-35, and;

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**WHEREAS**, the class will be offered free of charge to up to twelve (12) qualified and selected women, who have been victims of crime, and;

**WHEREAS**, the class will teach basic self defense techniques to aid in the empowerment of survivors of crime, and;

**WHEREAS**, IMPACT will be paid \$4,600.00 to teach the class, and;

**WHEREAS**, the Delaware County Prosecuting Attorney requests that the total cost of the class be paid for out of the Forfeiture Fund, and;

**WHEREAS**, the Delaware County Prosecuting Attorney requests that the Board of County Commissioners approve the Contract for IMPACT to offer said class.

**RESOLUTION**

**THEREFORE BE IT RESOLVED**, that the Board of County Commissioners approves the Contract for IMPACT Safety Programs to provide a Women's Basics Self Defense Class #6305. Said class will be held September 9 through September 11, 2005 at the Rutherford B. Hayes Building, (a.k.a. Delaware County Services Building) located at 140 N. Sandusky Street, Delaware, Ohio in room G-35. The total cost of said class being \$4,600.00, is to be paid from the Forfeiture Fund.

**BE IT FURTHER RESOLVED**, that the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

**Contract for Services  
for  
Women's Basics Class #6305**

1. IMPACT Safety Programs (IMPACT) is to deliver one Women's Basics Intensive Course to the Delaware County Prosecutor's Office on the dates and at the times listed below:
  1. Friday, September 9, 2005 5PM—10PM
  2. Saturday, September 10, 2005 10AM—6PM
  3. Sunday, September 11, 2005 10AM—6PM
2. The content of this Course is to include recognition of unsafe situations, approaches to threatening situations, de-escalation skills, and training of physical safety skills including defenses against sexual assault.
3. The cost of the course is \$4600 for up to 12 participants. A deposit of \$2300 is due on or by August 9, 2005. The balance is due upon completion of the Course.
4. Delaware County is to provide or arrange for the following items. These need to be completed before the Course begins.
  1. Select 12 participants for the Course.
  2. Provide the name, address, and phone number of each of the participants by September 1, 2005.
  3. Remit deposit of \$2300 (one-half of total course fee of \$4600) and return the signed contract to IMPACT by August 9, 2005.
5. IMPACT is to provide handouts, training equipment and instructors for the Course.
6. The Course is to be held at the Delaware Services Building, 140 N. Sandusky Street, Delaware, Ohio.
7. Tuition and expenses related to the delivery of the Course are to be paid for by the Delaware County Prosecutor's Office.
8. If the Delaware County Prosecutor's Office wishes to change the date, time, location, or other arrangements, or if the number of participants falls below 13, notification must be made to IMPACT no later than Friday, September 1, 2005. Failure to provide notification will result in a administration/cancelation fee of \$250.
9. IMPACT Safety Programs reserves the right to modify or cancel the Course if fewer than 12 participants arrive for the Course at 5:00 PM on Friday, September 9, 2005.
10. To the fullest extent permitted by law, the IMPACT shall indemnify, save and hold the Delaware County and the Delaware County Prosecutor, and the Delaware County Prosecutor's Office, and all their respective its officers, agents, assigns, servants, successors, employees, volunteers, and representatives (collectively, "Delaware County") free and harmless of all actions, claims, demands, judgments, damages,

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losses and expenses, including but not limited to attorney’s fees, arising from any accident or occurrence related in any manner to IMPACT’s performance of this contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against Delaware County by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees. No employee of the IMPACT shall at any time be considered an agent or employee of Delaware County.

11. IMPACT shall carry such bodily injury and property damage liability insurance as will protect it and Delaware County against claims for personal injury, including death or property damage, which may arise from operations under this Contract. Delaware County shall be named an additional insured on such policy and Impact shall provide a copy of such policy to Delaware County prior to any performance pursuant to, related to, or under this Contract.

12. IMPACT states and agrees that the individual(s) who, on behalf of the IMPACT, have reviewed this Contract and effectuate this Contract by attaching their signatures below are officers of the IMPACT and are authorized to and have authority to enter this Contract on behalf of IMPACT and by so signing have authority to bind and does bind IMPACT to any and all terms of this Contract.

13. This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

14. If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

15. This Contract and its Attachments shall constitute the entire understanding and Contract between County and Contractor, shall supersede all prior understandings and Contracts relating to the subject matter hereof, and may only be amended in writing with the mutual consent and Contract of the parties.

Vote on Motion                      Mr. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-1075

9:45AM PUBLIC HEARING WITH RESPECT TO THE PROPOSED ISSUANCE OF CAPITAL FACILITIES BONDS, SERIES 2005A FOR THE PURPOSE OF CONSTRUCTING, EQUIPPING, FURNISHING AND OTHERWISE IMPROVING A COUNTY BUILDING TO PROVIDE FACILITIES FOR SENIOR CITIZENS SERVICES:

It was moved by Mr. Jordan, seconded by Mr. Ward to open the hearing at 9:50AM.

Vote on Motion                      Mr. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-1076

IN THE MATTER OF CLOSING THE PUBLIC HEARING WITH RESPECT TO THE PROPOSED ISSUANCE OF CAPITAL FACILITIES BONDS, SERIES 2005A FOR THE PURPOSE OF CONSTRUCTING, EQUIPPING, FURNISHING AND OTHERWISE IMPROVING A COUNTY BUILDING TO PROVIDE FACILITIES FOR SENIOR CITIZENS SERVICES:

It was moved by Mr. Ward, seconded by Mr. Evans to close the hearing at 9:55AM.

Vote on Motion                      Mr. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-1077

IN THE MATTER OF APPROVING THE PURCHASE OF TWO TRAILERS FOR THE DELAWARE AREA RESPONSE TEAM DECONTAMINATION UNITS AS PART OF THE HOMELAND SECURITY FY04 GRANT:

It was moved by Mr. Evans, seconded by Mr. Ward to adopt the following Resolution:

WHEREAS, the Delaware County received an FY04 State Homeland Security Grant that allows for the purchase of equipment to facilitate the mitigation, planning, response and recovery during CBRNE incidents; and

WHEREAS, the Threat, Risk and Needs (TRN) Committee appointed by the Board of Commissioners



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recommends the purchase of two trailers for the Delaware Area Response Team (D.A.R.T.) decontamination units for the transport of material in the event of a CBRNE or terrorist type event, and;

WHEREAS, this purchase has been approved by appropriate Federal and State level agencies,

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the purchase of two 20’ Haulmark trailers from Shroyer’s Trailer Sales at a cost of \$10,053.30 each and a total of \$20,106.60.

Vote on Motion                      Mr. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-1078

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

Rhonda Griffith will be required to take 80 hours of leave without pay for the pay period of 0501017.

Vote on Motion                      Mr. Ward                      Aye                      Mr. Jordan                      Aye                      Mr. Evans                      Aye

RESOLUTION NO. 05-1079

IN THE MATTER OF AMENDING RESOLUTION 05-1017 AUTHORIZING THE PURCHASE OF MEALS AND REFRESHMENTS FOR REGIONAL EXERCISE TRAINING:

It was moved by Mr. Evans, seconded by Mr. Ward to adopt the following Resolution:

WHEREAS, the Delaware County Board of Commissioners approved the purchase of a meal and refreshments for the volunteers participating in a Regional Exercise; and,

WHEREAS, the number of participants has increased to 55, including evaluators and observers;

NOW THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby resolve to amend Resolution 05-1017 approving additional meals through All Occasions Catering at a not to exceed cost of \$400.00.

Vote on Motion                      Mr. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-1080

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE COMMON PLEAS COURT JURY COMMISSION:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

Supplemental Appropriation		Amount
10029201-5313	Jury Commission/Printing and Related Services	1,300.00
10029201-5201	Jury Commission/Office Supplies	300.00
10029201-5294	Jury Commission/Food Supplies	400.00

Vote on Motion                      Mr. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-1081

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

William Whitlock has accepted the Building Inspector Position with the Code Compliance Department; effective date August 22, 2005.

Vote on Motion                      Mr. Ward                      Aye                      Mr. Jordan                      Aye                      Mr. Evans                      Aye

RESOLUTION NO. 05-1082

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following:

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Jennifer Laird has resigned her position as an Income Maintenance Worker III with the Department of Job and Family Services; effective date August 26, 2005.

Vote on Motion            Mr. Jordan            Aye            Mr. Evans            Aye            Mr. Ward            Aye

**RESOLUTION NO. 05-1083**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following:

James Reichert has accepted the Mechanic position with the Facilities Department; effective date August 15, 2005.

Vote on Motion            Mr. Ward            Nay            Mr. Jordan            Aye            Mr. Evans            Aye

**RESOLUTION NO. 05-1084**

**A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$12,000,000 FOR THE PURPOSE OF CONSTRUCTING, EQUIPPING, FURNISHING AND OTHERWISE IMPROVING A COUNTY BUILDING TO PROVIDE FACILITIES FOR SENIOR CITIZENS SERVICES AND ACQUIRING RELATED REAL ESTATE AND INTERESTS THEREIN, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO:**

It was moved by Mr. Evans, seconded by Mr. Ward to adopt the following:

WHEREAS, at the election held on May 3, 2005, on the question of issuing Bonds of this County in the amount of \$12,000,000 for the purpose stated in Section 2 and of levying taxes outside the ten-mill limitation to pay debt charges on those bonds, the requisite majority of those voting on the question voted in favor of it; and

WHEREAS, a public hearing relating to the Improvement as defined in Section 2 and the issuance of the Bonds (as defined herein) was held by this Board commencing at 9:45 a.m. on August 11, 2005, at the offices of this Board, 101 North Sandusky Street, Delaware, Ohio, following reasonable public notice published in advance of such hearing, all in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) and the requisite “public approval” required by Section 147(f) of the Code is hereby granted by this Resolution; and

WHEREAS, this Board has requested that the County Auditor, as fiscal officer of this County, certify the estimated life or period of usefulness of the Improvement described in Section 2 and the maximum maturity of the Bonds described in Section 2; and

WHEREAS, the County Auditor has certified to this Board that the estimated life or period of usefulness of the Improvement (as defined in Section 2) is at least five (5) years and that the maximum maturity of the Bonds to be issued for the purpose described in Section 2 is twenty (20) years, being the maximum maturity of the Bonds as approved by the electors of the County at the May 3, 2005 election;

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

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Resolution, unless the context or use clearly indicates another or different meaning or intent:

“*Annual Information*” means annual financial information and operating data of the type to be specified in the Continuing Disclosure Certificate in accordance with the Rule.

“*Authorized Denominations*” means the denomination of \$5,000 or any integral multiple thereof.

“*Bond proceedings*” means, collectively, this Resolution, the Certificate of Award, the Continuing Disclosure Certificate and such other proceedings of the County, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

“*Bond Register*” means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

“*Bond Registrar*” means a bank or trust company authorized to do business in the State of Ohio and designated by the County Administrator in the Certificate of Award pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Registrar

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Agreement and, thereafter, “*Bond Registrar*” shall mean the successor Bond Registrar.

“*Bonds*” means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

“*Book entry form*” or “*book entry system*” means a form or system under which (a) the ownership of book entry interests in Bonds and the principal of and interest on the Bonds may be transferred only through a book entry, and (b) physical Bond certificates in fully registered form are issued by the County only to a Depository or its nominee as registered owner, with the Bonds “immobilized” in the custody of the Depository or its designated agent. The book entry maintained by others than the County is the record that identifies the owners of book entry interests in those Bonds and that principal and interest.

“*Certificate of Award*” means the certificate authorized by Section 6, to be executed by the County Administrator, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Resolution requires or authorizes to be set forth or determined therein.

“*Clerk*” means the Clerk of the Board of County Commissioners.

“*Closing Date*” means the date of physical delivery of, and payment of the purchase price for, the Bonds.

“*Code*” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“*Continuing Disclosure Certificate*” means the certificate authorized by Section 9(c), to be substantially in the form on file with the Clerk, and which, together with the agreements of the County set forth in that subsection, shall constitute the continuing disclosure agreement made by the County for the benefit of the holders and beneficial owners of the Bonds in accordance with the Rule.

“*County*” means Delaware County, Ohio.

“*County Administrator*” means the County Administrator of the County.

“*County Auditor*” means the County Auditor of the County.

“*Depository*” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of book entry interests in Bonds or the principal of and interest on Bonds, and to effect transfers of Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“*Interest Payment Dates*” means June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

“*MSRB*” means the Municipal Securities Rulemaking Board established by the SEC.

“*NRMSIR*” means each nationally recognized municipal securities information repository designated from time to time by the SEC in accordance with the Rule.

“*Original Purchaser*” means the purchaser of the Bonds specified in the Certificate of Award.

“*Participant*” means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies, and clearing corporations.

“*Principal Payment Dates*” means December 1 in each of the years from and including 2006 to and including 2025, provided that the first Principal Payment Date may be deferred up to one year and the last Principal Payment Date may be advanced up to five years, which determination shall be made by the County Administrator in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the County and further provided that in no case shall the final Principal Payment Date exceed the maximum maturity of the Bonds referred to in the preambles hereto.

“*Purchase Agreement*” means the Bond Purchase Agreement between the County and the Original Purchaser, as it may be modified from the form on file with the Clerk and executed by the County Administrator, all in accordance with Section 6.

“*Registrar Agreement*” means the Bond Registrar Agreement between the County and the Bond Registrar, as it may be modified from the form on file with the Clerk and executed by the County Auditor, all in accordance

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with Section 4.

“*Regulations*” means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

“*Rule*” means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

“*SEC*” means the Securities and Exchange Commission.

“*Serial Bonds*” means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“*SID*” means the state information depository, if any, with which filings are required to be made by the County in accordance with the Rule.

“*Specified Events*” means the occurrence of any of the following events, within the meaning of the Rule, with respect to the Bonds, as applicable: principal and interest payment delinquencies; non-payment related defaults; unscheduled draws on debt service reserves reflecting financial difficulties; unscheduled draws on credit enhancements reflecting financial difficulties; substitution of credit or liquidity providers, or their failure to perform; adverse tax opinions or events affecting the tax-exempt status of the Bonds; modifications to rights of holders or beneficial owners of the Bonds; Bond calls; defeasances; release, substitution, or sale of property securing repayment of the Bonds; and rating changes. The repayment of the Bonds is not secured by a lien on any property capable of release or sale or for which other property may be substituted.

“*Term Bonds*” means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. It is necessary and determined to be in the County’s best interest to issue bonds of this County in the maximum principal amount of \$12,000,000 (the “*Bonds*”) for the purpose of constructing, equipping, furnishing and otherwise improving a County building to provide facilities for senior citizens services and acquiring related real estate and interests therein, together with all necessary appurtenances thereto (collectively, the “*Improvement*”). The Bonds shall be issued pursuant to Chapter 133, Ohio Revised Code, the approval of the electors at the election identified in the first preamble hereto, and this Resolution.

The aggregate principal amount of Bonds to be issued shall not exceed \$12,000,000 and shall be an amount determined by the County Administrator in the Certificate of Award to be the aggregate principal amount of Bonds that is required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of the Improvement described in this Section 2, estimates of the financing costs and the interest rates on the Bonds.

The proceeds from the sale of the Bonds received by the County, except any premium and accrued interest, shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Bonds are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in the Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The principal amount of the Bonds to be issued (not to exceed \$12,000,000) shall be determined by the County Administrator in the Certificate of Award, having due regard to the best interest of and financial advantages to the County. The Bonds shall be dated as provided in the Certificate of Award, provided that their dated date shall not be more than sixty (60) days prior to the Closing Date.

(a) Interest Rates and Payment Dates. The Bonds shall bear the rate or rates of interest per year (computed on a 360-day per year basis consisting of twelve 30-day months), as shall be determined by the County Administrator, subject to subsection (c) of this Section, in the Certificate of Award; provided, that the Bonds of any one stated maturity all shall bear the same rate of interest. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements (as hereinafter defined and described) on the Principal Payment Dates in

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principal amounts as shall be determined by the County Administrator, subject to subsection (c) of this Section, in the Certificate of Award, provided that such determination shall be in the best interest of and financially advantageous to the County.

Consistent with the foregoing determination, the County Administrator shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a "*Mandatory Redemption Date*") and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other such fiscal year. The weighted average of the rate or rates of interest per year to be borne by the Bonds, determined by taking into account the respective principal amounts of the Bonds and terms to maturity or mandatory sinking fund redemption, as applicable, of those principal amounts of Bonds, shall not exceed 7.00% per year.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the principal corporate trust office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the County Auditor, in the name and on behalf of the County, in connection with the book entry system.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts, the "*Mandatory Sinking Fund Redemption Requirements*").

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The County shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the County, as specified by the County Auditor, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered. That option shall be exercised by the County on or before the 15<sup>th</sup> day preceding any Mandatory Redemption Date with respect to which the County wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the County Auditor, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the County Auditor, also shall be received by the County for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so redeemed or purchased and canceled.

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Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the County Auditor, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities specified in the Certificate of Award shall be subject to redemption by and at the sole option of the County, in whole or in part in integral multiples of \$5,000, on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the County Administrator in the Certificate of Award; provided that the earliest optional redemption date shall not be later than December 1, 2017, and the redemption price for the earliest optional redemption date shall not be greater than 103%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the County Auditor to the Bond Registrar, given upon the direction of this Board by adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities selected by the County. If fewer than all of the Bonds of a single maturity are to be redeemed, the selection of Bonds of that maturity to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a \$5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the \$5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the County by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15<sup>th</sup> day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Section 5, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date.

If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same

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rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by at least two members of the Board of County Commissioners and the County Auditor, in the name of the County and in their official capacities, provided that any or all of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the County Administrator, shall be numbered as determined by the County Administrator in order to distinguish each Bond from any other Bond and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Resolution.

The County Administrator is hereby authorized to designate in the Certificate of Award a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar. The County Auditor shall sign and deliver, in the name and on behalf of the County, the Registrar Agreement between the County and the Bond Registrar, in substantially the form as is now on file with the Clerk. The Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by the County Auditor on behalf of the County, all of which shall be conclusively evidenced by the signing of the Registrar Agreement or amendments thereto. The County Auditor shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Purchase Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the County Auditor on behalf of the County. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Registrar. So long as any of the Bonds remain outstanding, the County will cause the Bond Registrar to maintain and keep the Bond Register at its principal corporate trust office. Subject to the provisions of Sections 5 and 9(c), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the County nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the County's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the principal corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the principal corporate trust office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the County are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the County. In all cases of Bonds exchanged or transferred, the County shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond proceedings. The exchange or transfer shall be without charge to the owner, except that the County and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The County or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the County, evidencing the same debt, and entitled to the same security and benefit under the Bond proceedings as the Bonds surrendered upon that exchange or transfer. Neither the County nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15<sup>th</sup> day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

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(c) Book Entry System. Notwithstanding any other provisions of this Resolution, if the County Administrator determines in the Certificate of Award that it is in the best interest of and financially advantageous to the County, the Bonds may be issued in book entry form in accordance with the following provisions of this Section.

The Bonds may be issued to a Depository for use in a book entry system and, if and so long as a book entry system is utilized, (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent; (ii) the book entry interest owners of Bonds in book entry form shall not have any right to receive Bonds in the form of physical securities or certificates; (iii) ownership of book entry interests in Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of book entry interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the County.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the County Administrator may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the County Administrator does not or is unable to do so, the County Administrator, after making provision for notification of the book entry interest owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form and Authorized Denominations to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of County action or inaction, of those persons requesting such issuance.

The County Administrator is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the County, that the County Administrator determines to be necessary in connection with a book entry system for the Bonds.

Section 6. Sale of the Bonds to the Original Purchaser. The Bonds are to be sold at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the County Administrator in the Certificate of Award, plus accrued interest on the Bonds from their date to the Closing Date, and shall be awarded by the County Administrator with and upon such other terms as are required or authorized by this Resolution to be specified in the Certificate of Award, in accordance with law, the provisions of this Resolution and the Purchase Agreement. The County Administrator is authorized, if it is determined to be in the best interest of the County, to combine the issue of Bonds with one or more other bond issues of the County into a consolidated bond issue pursuant to Section 133.30(B) of the Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Resolution.

The County Administrator shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price. The County Commissioners, or any of them, the County Auditor, the County Prosecutor, the County Treasurer, the County Administrator, the Clerk and other County officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

The County Administrator shall sign and deliver, in the name and on behalf of the County, the Purchase Agreement between the County and the Original Purchaser, in substantially the form as is now on file with the Clerk, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Purchase Agreement is approved, together with any changes or amendments 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 Purchase Agreement or amendments thereto.

Section 7. Provisions for Tax Levy. There shall be levied on all the taxable property in the County, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be unlimited as to rate or amounts, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

Section 8. Federal Tax Considerations. The County covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the



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Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Code or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest thereon will not be an item of tax preference under Section 57 of the Code.

The County further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The County Auditor, as the fiscal officer, or any other officer of the County having responsibility for issuance of the Bonds, is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the County with respect to the Bonds as the County is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds.

**Section 9. Official Statement and Continuing Disclosure.**

(a) Primary Offering Disclosure -- Official Statement. The preliminary official statement of the County relating to the original issuance of the Bonds substantially in the form now on file with the Clerk is approved. The distribution and use of that preliminary official statement is hereby approved. The President of the Board of County Commissioners, the County Auditor and the County Administrator are each authorized and directed to complete and sign on behalf of the County, and in their official capacities, that preliminary official statement, with such modifications, completions, changes and supplements, as those officers shall approve or authorize for the purpose of preparing and determining, and to certify or otherwise represent, that the revised official statement is a "deemed final" official statement (except for permitted omissions) by the County as of its date and is a final official statement for purposes of SEC Rule 15c2-12(b)(1), (3) and (4).

Those officers are each further authorized to use and distribute, or authorize the use and distribution of, the final official statement and supplements thereto in connection with the original issuance of the Bonds as may in their judgment be necessary or appropriate. Those officers and each of them are also authorized to sign and deliver, on behalf of the County, and in their official capacities, such certificates in connection with the accuracy of the final official statement and any amendment thereto as may, in their judgment, be necessary or appropriate.

(b) Application for Rating or Bond Insurance. If, in the judgment of the County Administrator, the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this County, the County Administrator is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid in accordance with the Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the County agrees, as the only obligated person with respect to the Bonds under the Rule, to provide or cause to be provided such financial information and operating data, audited financial statements and notices, in such manner, as may be required for purposes of paragraph (b)(5)(i) of the Rule. The County further agrees, in particular, to provide or cause to be provided:

(i) to each NRMSIR and to the SID, (A) Annual Information for each County fiscal year ending hereafter, not later than the 270<sup>th</sup> day following the end of the fiscal year, and (B) when and if available, audited County financial statements for each such fiscal year; and

(ii) to each NRMSIR or to the MSRB, and to the SID, in a timely manner, notice of

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(A) any Specified Event if that Event is material, (B) the County's failure to provide the Annual Information within the time specified above, and (C) any change in the accounting principles applied in the preparation of its annual financial statements, any change in its fiscal year, its failure to appropriate funds to meet costs to be incurred to perform the agreement, and of the termination of the agreement.

In order to further describe and specify certain terms of the County's continuing disclosure agreement made for purposes of the Rule in and pursuant to this Resolution and to be formed, collectively, by this subsection (c) and the Continuing Disclosure Certificate, the County Administrator is authorized and directed to complete, sign and deliver the Continuing Disclosure Certificate, in the name and on behalf of the County, to specify in reasonable detail the Annual Information to be provided (which may be provided by specific reference to other documents previously filed and available in accordance with the Rule), whether the County has obtained any credit enhancement or provider for the Bonds and the County's expectations as to whether audited financial statements will be prepared, the accounting principles to be applied in their preparation, and whether they will be available together with, or separately from, Annual Information.

The County Administrator is further authorized and directed to establish procedures in order to ensure compliance by the County with its continuing disclosure agreement, including timely provision of information and notices as described above. Prior to making any filing in accordance with clause (ii) above or providing notice of the occurrence of any other events, the County Administrator shall consult with and obtain legal advice from, as appropriate, the County Prosecutor and bond or other qualified independent special counsel selected by the County. The County Administrator, acting in the name and on behalf of the County, shall be entitled to rely upon any such legal advice in determining whether a filing should be made.

The County reserves the right to amend its continuing disclosure agreement, and to obtain the waiver of noncompliance with any provision of the agreement, as may be necessary or appropriate to achieve its compliance with any applicable federal securities law or rule, to cure any ambiguity, inconsistency or formal defect or omission, and to address any change in circumstances arising from a change in legal requirements, change in law, or change in the identity, nature, or status of the County, or type of business conducted by the County. Any such amendment or waiver will not be effective unless the agreement (as amended or taking into account such waiver) would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any applicable amendments to or official interpretations of the Rule, as well as any change in circumstances, and until the County shall have received: either (i) a written opinion of bond or other qualified independent special counsel selected by the County that the amendment or waiver would not materially impair the interests of holders or beneficial owners of the Bonds or (ii) the written consent to the amendment or waiver of the holders of at least a majority of the principal amount of the Bonds then outstanding. Annual Information containing any revised operating data or financial information shall explain, in narrative form, the reasons for any such amendment or waiver and the impact of the change on the type of operating data or financial information being provided.

The County's continuing disclosure agreement shall be solely for the benefit of the holders and beneficial owners from time to time of the Bonds. The exclusive remedy for any breach of the agreement by the County shall be limited, to the extent permitted by law, to a right of holders and beneficial owners to institute and maintain, or to cause to be instituted and maintained, such proceedings as may be authorized at law or in equity to obtain the specific performance by the County of its obligations under the agreement. Any individual holder or beneficial owner may institute and maintain, or cause to be instituted and maintained, such proceedings to require the County to provide or cause to be provided a pertinent filing if such a filing is due and has not been made. Any such proceedings to require the County to perform any other obligation under the agreement (including any proceedings that contest the sufficiency of any pertinent filing) shall be instituted and maintained only by a trustee appointed by the holders and beneficial owners of not less than 25% in principal amount of the Bonds then outstanding or by holders and beneficial owners of not less than 10% in principal amount of the Bonds then outstanding in accordance with Section 133.25(B)(4)(b) or (C)(1), Ohio Revised Code, as applicable (or any like or comparable successor provisions).

The performance by the County of its continuing disclosure agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

The County's continuing disclosure agreement shall remain in effect only for such period that the Bonds are outstanding in accordance with their terms and the County remains an obligated person with respect to the Bonds within the meaning of the Rule. The obligation of the County to provide the Annual Information and notices of the events described above shall terminate, if and when the County no longer remains such an obligated person.

Section 10. Certification and Delivery of Resolution and Certificate of Award. The Clerk is directed to promptly deliver a certified copy of this Resolution and a copy of the Certificate of Award to the County Auditor.

Section 11. Other Determinations. This Board determines that all acts and conditions necessary to be performed by the County or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the County have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law;

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that the full faith and credit and general property taxing power (as described in Section 7) of the County are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 12. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of 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 and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 13. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

Vote on Motion                      Mr. Ward                      Aye                      Mr. Jordan                      Aye                      Mr. Evans                      Aye

RESOLUTION NO. 05-1085

**A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$42,500,000 FOR THE PURPOSE OF REFUNDING BONDS PREVIOUSLY ISSUED BY THE COUNTY FOR THE PURPOSES OF (I) CONSTRUCTING, REMODELING, EQUIPPING AND FURNISHING, INCLUDING COMPUTERS AND RELATED TECHNOLOGY, BUILDINGS FOR COUNTY OFFICES, SERVICES, FACILITIES AND PARKING, ACQUIRING THE REQUIRED REAL ESTATE AND PROVIDING ALL NECESSARY APPURTENANCES THERETO AND (II) IMPROVING THE DELAWARE COUNTY SEWER DISTRICT BY THE CONSTRUCTION OF THE ALUM CREEK WATER RECLAMATION FACILITY, THE ALUM CREEK PUMP STATION, AND THE CENTRAL MAINTENANCE FACILITY, INCLUDING PIPING, PUMPING, AERATION AND SETTLING FACILITIES, TERTIARY FILTER FACILITIES, DISINFECTION SYSTEMS, POST AERATION FACILITIES, AEROBIC DIGESTERS, SLUDGE HANDLING AND ADMINISTRATIVE FACILITIES, AND CONSTRUCTING, IMPROVING AND EXTENDING LATERAL, TRUNK AND INTERCEPTOR SEWERS, TOGETHER WITH ALL NECESSARY APPURTENANCES:**

It was moved by Mr. Ward, seconded by Mr. Evans to adopt the following:

WHEREAS, pursuant to a bond resolution adopted November 10, 1997 (the “*Series 1997 Bond Resolution*”), bonds in the aggregate principal amount of \$5,000,000, dated December 15, 1997 (the “*Series 1997 Bonds*”), were issued for the purpose of constructing, remodeling, equipping and furnishing, including computers and related technology, buildings for County offices, services, facilities and parking, acquiring the required real estate and providing all necessary appurtenances thereto (the “*County Building Purpose*”); and

WHEREAS, pursuant to a bond resolution adopted March 3, 1999 (the “*Series 1999 Bond Resolution*”), bonds in the aggregate principal amount of \$57,550,000, dated March 1, 1999 (the “*Series 1999 Bonds*”), were issued for the purpose of improving the Delaware County Sewer District by the construction of the Alum Creek water reclamation facility, the Alum Creek pump station, and the central maintenance facility, including piping, pumping, aeration and settling facilities, tertiary filter facilities, disinfection systems, post aeration facilities, aerobic digesters, sludge handling and administrative facilities, and constructing, improving and extending lateral, trunk and interceptor sewers, together with all necessary appurtenances (the “*County Sewer Purpose*”); and

WHEREAS, this Board finds and determines that it will be in the County’s best interest to issue general obligation bonds in accordance with Section 133.34, Ohio Revised Code, in the maximum principal amount of \$42,500,000 (the “*Bonds*”) in order to refund at a lower rate of interest (i) the Series 1997 Bonds maturing on December 1 in the years 2008 through 2010 inclusive and 2017 (collectively, the “*Refunded Series 1997 Bonds*”) and (ii) the Series 1999 Bonds maturing on December 1 in the years 2010 through 2018 inclusive and 2024 (collectively, the “*Refunded Series 1999 Bonds*” and together with the Refunded Series 1997 Bonds, the “*Refunded Bonds*”) and to pay the financing costs with respect to the Bonds; and

WHEREAS, this Board has requested that the County Auditor, as fiscal officer of this County, certify the estimated life or period of usefulness of the Improvement described in Section 2 and the maximum maturity of the Bonds described in Section 2; and

WHEREAS, the County Auditor has certified to this Board that the estimated life or period of usefulness of each portion of the Improvement (as defined in Section 2) is at least five (5) years and that the maximum maturity of the Bonds is (i) December 1, 2023 with respect to the portion of the Bonds allocable to the County Building Purpose and (ii) December 1, 2039 with respect to the portion of the Bonds allocable to the County Sewer Purpose;

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

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Resolution, unless the context or use clearly indicates another or different meaning or intent:

“*Annual Information*” means annual financial information and operating data of the type to be specified in the Continuing Disclosure Certificate in accordance with the Rule.

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“*Authorized Denominations*” means the denomination of \$5,000 or any integral multiple thereof.

“*Bond proceedings*” means, collectively, this Resolution, the Certificate of Award, the Continuing Disclosure Certificate and such other proceedings of the County, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

“*Bond Register*” means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

“*Bond Registrar*” means a bank or trust company authorized to do business in the State of Ohio and designated by the County Administrator in the Certificate of Award pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Registrar Agreement and, thereafter, “*Bond Registrar*” shall mean the successor Bond Registrar.

“*Bonds*” means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

“*Book entry form*” or “*book entry system*” means a form or system under which (a) the ownership of book entry interests in Bonds and the principal of and interest on the Bonds may be transferred only through a book entry, and (b) physical Bond certificates in fully registered form are issued by the County only to a Depository or its nominee as registered owner, with the Bonds “immobilized” in the custody of the Depository or its designated agent. The book entry maintained by others than the County is the record that identifies the owners of book entry interests in those Bonds and that principal and interest.

“*Certificate of Award*” means the certificate authorized by Section 6, to be executed by the County Administrator, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Resolution requires or authorizes to be set forth or determined therein.

“*Clerk*” means the Clerk of the Board of County Commissioners.

“*Closing Date*” means the date of physical delivery of, and payment of the purchase price for, the Bonds.

“*Code*” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“*Continuing Disclosure Certificate*” means the certificate authorized by Section 9(c), to be substantially in the form on file with the Clerk, and which, together with the agreements of the County set forth in that subsection, shall constitute the continuing disclosure agreement made by the County for the benefit of the holders and beneficial owners of the Bonds in accordance with the Rule.

“*County*” means Delaware County, Ohio.

“*County Administrator*” means the County Administrator of the County.

“*County Auditor*” means the County Auditor of the County.

“*Depository*” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of book entry interests in Bonds or the principal of and interest on Bonds, and to effect transfers of Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“*Escrow Agreement*” means the Escrow Agreement between the County and the Escrow Trustee, as it may be modified from the form on file with the Clerk and executed by the County Auditor in accordance with Section 10.

“*Escrow Fund*” means the County of Delaware, Ohio - Series 1997 and 1999 Escrow Fund created pursuant to the Escrow Agreement.

“*Interest Payment Dates*” means June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

“*MSRB*” means the Municipal Securities Rulemaking Board established by the SEC.

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“*NRMSIR*” means each nationally recognized municipal securities information repository designated from time to time by the SEC in accordance with the Rule.

“*Original Purchaser*” means the purchaser of the Bonds specified in the Certificate of Award.

“*Participant*” means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies, and clearing corporations.

“*Principal Payment Dates*” means December 1 in each of the years from and including 2005 to and including 2024, provided that the first Principal Payment Date for either of the Purposes may be deferred up to one year and the final Principal Payment Date for either of the Purposes may be deferred up to five years or advanced up to ten years, and further provided that in no case shall the final Principal Payment Date of the portions of the Bonds issued for the Purposes exceed the maximum maturity limitations referred to in the preambles hereto, all of which determinations shall be made by the County Administrator in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the County and further provided that in no case shall the final Principal Payment Date exceed the maximum maturity of the Bonds for each Purpose referred to in the preambles hereto.

“*Purchase Agreement*” means the Bond Purchase Agreement between the County and the Original Purchaser, as it may be modified from the form on file with the Clerk and executed by the County Administrator, all in accordance with Section 6.

“*Registrar Agreement*” means the Bond Registrar Agreement between the County and the Bond Registrar, as it may be modified from the form on file with the Clerk and executed by the County Auditor, all in accordance with Section 4.

“*Regulations*” means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

“*Rule*” means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

“*SEC*” means the Securities and Exchange Commission.

“*Serial Bonds*” means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“*SID*” means the state information depository, if any, with which filings are required to be made by the County in accordance with the Rule.

“*Specified Events*” means the occurrence of any of the following events, within the meaning of the Rule, with respect to the Bonds, as applicable: principal and interest payment delinquencies; non-payment related defaults; unscheduled draws on debt service reserves reflecting financial difficulties; unscheduled draws on credit enhancements reflecting financial difficulties; substitution of credit or liquidity providers, or their failure to perform; adverse tax opinions or events affecting the tax-exempt status of the Bonds; modifications to rights of holders or beneficial owners of the Bonds; Bond calls; defeasances; release, substitution, or sale of property securing repayment of the Bonds; and rating changes. The repayment of the Bonds is not secured by a lien on any property capable of release or sale or for which other property may be substituted.

“*Term Bonds*” means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. It is necessary and determined to be in the County’s best interest to issue bonds of this County in the maximum principal amount of \$42,500,000 (the “*Bonds*”) for the purpose of refunding bonds previously issued by the County for the purposes of (a) constructing, remodeling, equipping and furnishing, including computers and related technology, buildings for County offices, services, facilities and parking, acquiring the required real estate and providing all necessary appurtenances thereto and (b) improving the Delaware County Sewer District by the construction of the Alum Creek water reclamation facility, the Alum Creek pump station, and the central maintenance facility, including piping, pumping, aeration and settling facilities, tertiary filter facilities, disinfection systems, post aeration facilities, aerobic digesters, sludge handling and administrative facilities, and constructing, improving and extending lateral, trunk and interceptor sewers, together with all necessary appurtenances (collectively, the “*Improvement*”). The Bonds shall be issued pursuant to Chapter 133, Ohio Revised Code and this Resolution.

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The aggregate principal amount of Bonds to be issued shall not exceed \$42,500,000 and shall be an amount determined by the County Administrator in the Certificate of Award to be the aggregate principal amount of Bonds that is required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of refunding the Refunded Bonds, estimates of the financing costs and the interest rates on the Bonds.

The proceeds from the sale of the Bonds received by the County, except any premium and accrued interest, shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Bonds are being issued. Any portion of those proceeds representing premium shall be paid into the Bond Retirement Fund and/or the Escrow Fund (as referred to in Section 10) as determined by the County Administrator in the Certificate of Award. Any portion of those proceeds representing accrued interest shall be paid into the Bond Retirement Fund.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in the Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The principal amount of the Bonds to be issued (not to exceed \$42,500,000) shall be determined by the County Administrator in the Certificate of Award, having due regard to the best interest of and financial advantages to the County. The Bonds shall be dated as provided in the Certificate of Award, provided that their dated date shall not be more than sixty (60) days prior to the Closing Date.

(a) Interest Rates and Payment Dates. The Bonds shall bear the rate or rates of interest per year (computed on a 360-day per year basis consisting of twelve 30-day months), as shall be determined by the County Administrator, subject to subsection (c) of this Section, in the Certificate of Award; provided, that the Bonds of any one stated maturity all shall bear the same rate of interest. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements (as hereinafter defined and described) on the Principal Payment Dates in principal amounts as shall be determined by the County Administrator, subject to subsection (c) of this Section, in the Certificate of Award, provided that such determination shall be in the best interest of and financially advantageous to the County.

Consistent with the foregoing determination, the County Administrator shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a "*Mandatory Redemption Date*") and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates. The net interest rate per year for the Bonds determined by taking into account the respective principal amounts of the Bonds and terms to maturity or mandatory sinking fund redemption of those principal amounts of Bonds shall not exceed 7.00% per year.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the principal corporate trust office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15<sup>th</sup> day of the calendar month next preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the County Auditor, in the name and on behalf of the County, in connection with the book entry system.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts, the "*Mandatory Sinking Fund Redemption Requirements*").

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The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The County shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the County, as specified by the County Auditor, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered. That option shall be exercised by the County on or before the 15<sup>th</sup> day preceding any Mandatory Redemption Date with respect to which the County wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the County Auditor, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the County Auditor, also shall be received by the County for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the County Auditor, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities specified in the Certificate of Award shall be subject to redemption by and at the sole option of the County, in whole or in part in integral multiples of \$5,000, on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the County Administrator in the Certificate of Award; provided that the earliest optional redemption date shall not be later than December 1, 2017, and the redemption price for the earliest optional redemption date shall not be greater than 103%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the County Auditor to the Bond Registrar, given upon the direction of this Board by adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities selected by the County. If fewer than all of the Bonds of a single maturity are to be redeemed, the selection of Bonds of that maturity to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a \$5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the \$5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be

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redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the County by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15<sup>th</sup> day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Section 5, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date.

If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by at least two members of the Board of County Commissioners and the County Auditor, in the name of the County and in their official capacities, provided that any or all of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the County Administrator, shall be numbered as determined by the County Administrator in order to distinguish each Bond from any other Bond and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Resolution.

The County Administrator is hereby authorized to designate in the Certificate of Award a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar. The County Auditor shall sign and deliver, in the name and on behalf of the County, the Registrar Agreement between the County and the Bond Registrar, in substantially the form as is now on file with the Clerk. The Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by the County Auditor on behalf of the County, all of which shall be conclusively evidenced by the signing of the Registrar Agreement or amendments thereto. The County Auditor shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Purchase Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the County Auditor on behalf of the County. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Registrar. So long as any of the Bonds remain outstanding, the County will cause the Bond Registrar to maintain and keep the Bond Register at its principal corporate trust office. Subject to the provisions of Sections 5 and 9(c), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the County nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the County's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.



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(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the principal corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the principal corporate trust office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the County are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the County. In all cases of Bonds exchanged or transferred, the County shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond proceedings. The exchange or transfer shall be without charge to the owner, except that the County and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The County or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the County, evidencing the same debt, and entitled to the same security and benefit under the Bond proceedings as the Bonds surrendered upon that exchange or transfer. Neither the County nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15<sup>th</sup> day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Resolution, if the County Administrator determines in the Certificate of Award that it is in the best interest of and financially advantageous to the County, the Bonds may be issued in book entry form in accordance with the following provisions of this Section.

The Bonds may be issued to a Depository for use in a book entry system and, if and so long as a book entry system is utilized, (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent; (ii) the book entry interest owners of Bonds in book entry form shall not have any right to receive Bonds in the form of physical securities or certificates; (iii) ownership of book entry interests in Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of book entry interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the County.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the County Administrator may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the County Administrator does not or is unable to do so, the County Administrator, after making provision for notification of the book entry interest owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form and Authorized Denominations to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of County action or inaction, of those persons requesting such issuance.

The County Administrator is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the County, that the County Administrator determines to be necessary in connection with a book entry system for the Bonds.

Section 6. Sale of the Bonds to the Original Purchaser. The Bonds are to be sold at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the County Administrator in the Certificate of Award, plus accrued interest on the Bonds from their date to the Closing Date, and shall be awarded by the County Administrator with and upon such other terms as are required or authorized by this Resolution to be specified in the Certificate of Award, in accordance with law, the provisions of this Resolution and the Purchase Agreement. The County Administrator is authorized, if it is determined to be in the best interest of the County, to combine the issue of Bonds with one or more other bond issues of the County into a consolidated bond issue pursuant to Section 133.30(B) of the Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Resolution.

The County Administrator shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price. The County Commissioners, or any of

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them, the County Auditor, the County Prosecutor, the County Treasurer, the County Administrator, the Clerk and other County officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

The County Administrator shall sign and deliver, in the name and on behalf of the County, the Purchase Agreement between the County and the Original Purchaser, in substantially the form as is now on file with the Clerk, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Purchase Agreement is approved, together with any changes or amendments 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 Purchase Agreement or amendments thereto.

Section 7. Provisions for Tax Levy. There shall be levied on all the taxable property in the County, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

In each year to the extent net revenues from the County sewer utility are available for the payment of the debt charges on the Bonds issued for the County Sewer Purpose and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of the net revenues so available and appropriated. Nothing in this paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the County to the prompt payment of the debt charges on the Bonds.

Section 8. Federal Tax Considerations. The County covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Code or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest thereon will not be an item of tax preference under Section 57 of the Code.

The County further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The County Auditor, as the fiscal officer, or any other officer of the County having responsibility for issuance of the Bonds, is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the County with respect to the Bonds as the County is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds.

Each covenant made in this Section with respect to the Bonds is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Bonds.

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Section 9. Official Statement and Continuing Disclosure.

(a) Primary Offering Disclosure -- Official Statement. The preliminary official statement of the County relating to the original issuance of the Bonds substantially in the form now on file with the Clerk is approved. The distribution and use of that preliminary official statement is hereby approved. The President of the Board of County Commissioners, the County Auditor and the County Administrator are each authorized and directed to complete and sign on behalf of the County, and in their official capacities, that preliminary official statement, with such modifications, completions, changes and supplements, as those officers shall approve or authorize for the purpose of preparing and determining, and to certify or otherwise represent, that the revised official statement is a "deemed final" official statement (except for permitted omissions) by the County as of its date and is a final official statement for purposes of SEC Rule 15c2-12(b)(1), (3) and (4).

Those officers are each further authorized to use and distribute, or authorize the use and distribution of, the final official statement and supplements thereto in connection with the original issuance of the Bonds as may in their judgment be necessary or appropriate. Those officers and each of them are also authorized to sign and deliver, on behalf of the County, and in their official capacities, such certificates in connection with the accuracy of the final official statement and any amendment thereto as may, in their judgment, be necessary or appropriate.

(b) Application for Rating or Bond Insurance. If, in the judgment of the County Administrator, the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this County, the County Administrator is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid in accordance with the Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the County agrees, as the only obligated person with respect to the Bonds under the Rule, to provide or cause to be provided such financial information and operating data, audited financial statements and notices, in such manner, as may be required for purposes of paragraph (b)(5)(i) of the Rule. The County further agrees, in particular, to provide or cause to be provided:

(i) to each NRMSIR and to the SID, (A) Annual Information for each County fiscal year ending hereafter, not later than the 270<sup>th</sup> day following the end of the fiscal year, and (B) when and if available, audited County financial statements for each such fiscal year; and

(ii) to each NRMSIR or to the MSRB, and to the SID, in a timely manner, notice of (A) any Specified Event if that Event is material, (B) the County's failure to provide the Annual Information within the time specified above, and (C) any change in the accounting principles applied in the preparation of its annual financial statements, any change in its fiscal year, its failure to appropriate funds to meet costs to be incurred to perform the agreement, and of the termination of the agreement.

In order to further describe and specify certain terms of the County's continuing disclosure agreement made for purposes of the Rule in and pursuant to this Resolution and to be formed, collectively, by this subsection (c) and the Continuing Disclosure Certificate, the County Administrator is authorized and directed to complete, sign and deliver the Continuing Disclosure Certificate, in the name and on behalf of the County, to specify in reasonable detail the Annual Information to be provided (which may be provided by specific reference to other documents previously filed and available in accordance with the Rule), whether the County has obtained any credit enhancement or provider for the Bonds and the County's expectations as to whether audited financial statements will be prepared, the accounting principles to be applied in their preparation, and whether they will be available together with, or separately from, Annual Information.

The County Administrator is further authorized and directed to establish procedures in order to ensure compliance by the County with its continuing disclosure agreement, including timely provision of information and notices as described above. Prior to making any filing in accordance with clause (ii) above or providing notice of the occurrence of any other events, the County Administrator shall consult with and obtain legal advice from, as appropriate, the County Prosecutor and bond or other qualified independent special counsel selected by the County. The County Administrator, acting in the name and on behalf of the County, shall be entitled to rely upon any such legal advice in determining whether a filing should be made.

The County reserves the right to amend its continuing disclosure agreement, and to obtain the waiver of noncompliance with any provision of the agreement, as may be necessary or appropriate to achieve its compliance with any applicable federal securities law or rule, to cure any ambiguity, inconsistency or formal defect or omission, and to address any change in circumstances arising from a change in legal requirements, change in law, or change in the identity, nature, or status of the County, or type of business conducted by the County. Any such amendment or waiver will not be effective unless the agreement (as amended or taking into account such waiver) would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking

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into account any applicable amendments to or official interpretations of the Rule, as well as any change in circumstances, and until the County shall have received: either (i) a written opinion of bond or other qualified independent special counsel selected by the County that the amendment or waiver would not materially impair the interests of holders or beneficial owners of the Bonds or (ii) the written consent to the amendment or waiver of the holders of at least a majority of the principal amount of the Bonds then outstanding. Annual Information containing any revised operating data or financial information shall explain, in narrative form, the reasons for any such amendment or waiver and the impact of the change on the type of operating data or financial information being provided.

The County's continuing disclosure agreement shall be solely for the benefit of the holders and beneficial owners from time to time of the Bonds. The exclusive remedy for any breach of the agreement by the County shall be limited, to the extent permitted by law, to a right of holders and beneficial owners to institute and maintain, or to cause to be instituted and maintained, such proceedings as may be authorized at law or in equity to obtain the specific performance by the County of its obligations under the agreement. Any individual holder or beneficial owner may institute and maintain, or cause to be instituted and maintained, such proceedings to require the County to provide or cause to be provided a pertinent filing if such a filing is due and has not been made. Any such proceedings to require the County to perform any other obligation under the agreement (including any proceedings that contest the sufficiency of any pertinent filing) shall be instituted and maintained only by a trustee appointed by the holders and beneficial owners of not less than 25% in principal amount of the Bonds then outstanding or by holders and beneficial owners of not less than 10% in principal amount of the Bonds then outstanding in accordance with Section 133.25(B)(4)(b) or (C)(1), Ohio Revised Code, as applicable (or any like or comparable successor provisions).

The performance by the County of its continuing disclosure agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

The County's continuing disclosure agreement shall remain in effect only for such period that the Bonds are outstanding in accordance with their terms and the County remains an obligated person with respect to the Bonds within the meaning of the Rule. The obligation of the County to provide the Annual Information and notices of the events described above shall terminate, if and when the County no longer remains such an obligated person.

Section 10. Call for Redemption; Escrow Trustee; Escrow Agreement; Escrow Fund. To provide for the payment of the principal of and interest and redemption premium on the Refunded Bonds, the County Auditor is hereby authorized and directed for and in the name of the County and on its behalf to execute and deliver to a bank or trust company located in Ohio, designated by the County Auditor as escrow trustee (the "*Escrow Trustee*"), the Escrow Agreement substantially in the form now on file with the Clerk. The Escrow Fund provided for in the Escrow Agreement is hereby created. The form of Escrow Agreement is approved with such changes therein as are not inconsistent with this Resolution and not substantially adverse to the County and shall be approved by the officer executing the Escrow Agreement. Approval of such changes and that such changes are not substantially adverse to the County shall be conclusively evidenced by the execution of the Escrow Agreement by that official.

Acting pursuant to the Series 1997 Bond Resolution which authorized the Refunded Series 1997 Bonds, the Refunded Series 1997 Bonds maturing on December 1 in the years 2008 through 2010 inclusive and 2017 are hereby called for redemption on December 1, 2007 (the "*Series 1997 Redemption Date*") at the redemption price of 101% of the principal amount thereof, and the County Auditor is hereby authorized and directed to cause those Series 1997 Refunded Bonds to be called for redemption on December 1, 2007 and arrange for the notice of redemption to be given in accordance with the applicable provisions of the Series 1997 Bond Resolution. For informational purposes, a certified copy of this Resolution shall be sent by the County Auditor to the current bond registrar for the Series 1997 Refunded Bonds.

Acting pursuant to the Series 1999 Bond Resolution which authorized the Refunded Series 1999 Bonds, the Refunded Series 1999 Bonds maturing on December 1 in the years 2010 through 2018 inclusive and 2024 are hereby called for redemption on December 1, 2009 (the "*Series 1999 Redemption Date*" and together with the Series 1997 Redemption Date, the "*Redemption Dates*") at the redemption price of 101% of the principal amount thereof, and the County Auditor is hereby authorized and directed to cause those Series 1999 Refunded Bonds to be called for redemption on December 1, 2009 and arrange for the notice of redemption to be given in accordance with the applicable provisions of the Series 1999 Bond Resolution. For informational purposes, a certified copy of this Resolution shall be sent by the County Auditor to the current bond registrar for the Series 1999 Refunded Bonds.

In order to provide for the payment of (a) the interest on the Refunded Bonds on each June 1 and December 1 following the Closing Date and through their respective Redemption Dates, (b) the principal of and redemption premium on the Series 1997 Refunded Bonds to be called for redemption on December 1, 2007, and (c) the principal of and redemption premium on the Series 1999 Refunded Bonds to be called for redemption on December 1, 2009, the County covenants and agrees with the Escrow Trustee and with the owners of the Refunded Bonds that the County will take, and will cause the Escrow Trustee to take, all steps required by the terms of the Escrow Agreement to carry out such payments. The County will provide from the proceeds of the Bonds and other available funds in accordance with this Resolution, moneys and investments sufficient to pay in full (a) the interest

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on the Refunded Bonds on each June 1 and December 1 following the Closing Date and through their respective Redemption Dates, (b) the principal of and redemption premium on the Series 1997 Refunded Bonds to be called for redemption on December 1, 2007, and (c) the principal of and redemption premium on the Series 1999 Refunded Bonds to be called for redemption on December 1, 2009. The County covenants and agrees with the Escrow Trustee and with the owners of the Refunded Bonds that the County will take, and will cause the Escrow Trustee to take, all steps required by the terms of this Resolution, Section 133.34, Ohio Revised Code, and the Escrow Agreement to carry out such payments so that the Refunded Bonds are not deemed to be outstanding.

There shall be delivered to the Escrow Trustee for the Escrow Fund proceeds to be received from the sale of the Bonds and other available funds which shall be invested in United States Treasury Obligations (“*Treasury Securities*”), State and Local Government Series (“*SLG Securities*”) or other direct obligations of or obligations guaranteed as to both principal and interest of the United States as defined in Section 133.34, Ohio Revised Code, of the United States of America (direct obligations and guaranteed obligations together with the SLG Securities, collectively, the “*Securities*”) and which Securities shall be certified by an independent public accounting firm of national reputation in a written report (the “*Verification Report*”) to be of such maturities or redemption dates and interest of payment dates, and to bear such interest, as will be sufficient together with any moneys in the Escrow Fund to be held in cash as contemplated by the Verification Report without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, to cause the Refunded Bonds to be deemed to be not outstanding as provided for in Section 133.34, Ohio Revised Code, and the balance of those proceeds, less any amount thereof, contemplated by the Verification Report to be held in cash in the Escrow Fund, shall be used for the payment of costs related to the refunding and the issuance of the Bonds, and of financing costs.

At the direction of the County Auditor, the Escrow Trustee or the Original Purchaser is authorized to apply and subscribe for SLG Securities on behalf of the County. Further, if the County Auditor determines that it would be in the best interest of and financially advantageous to the County to purchase Treasury Securities for deposit into the Escrow Fund, the County Auditor is authorized and directed to solicit, or cause the solicitation, of bids for such Treasury Securities.

Any such Securities, and moneys, if any, in addition thereto contemplated by the Verification Report to be held in cash, shall be held by the Escrow Trustee in trust and committed irrevocably to the payment of the principal of and interest and redemption premium of the Refunded Bonds.

Section 11. Certification and Delivery of Resolution and Certificate of Award. The Clerk is directed to promptly deliver a certified copy of this Resolution and a copy of the Certificate of Award to the County Auditor.

Section 12. Other Determinations. This Board determines that all acts and conditions necessary to be performed by the County or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the County have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the County are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 13. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of 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 and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 14. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption for a period of ninety days.

Vote on Motion                      Mr. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-1086

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Jordon, seconded by Mr. Evans to adjourn into Executive Session at 10:27AM.

Vote on Motion                      Mr. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-1087

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 11:30AM.

Vote on Motion                      Mr. Ward                      Aye                      Mr. Jordan                      Aye                      Mr. Evans                      Aye

RESOLUTION NO. 05-1088

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE CONTRACT  
WITH TRUCCO COMPANIES FOR THE SAWMILL PARKWAY EXTENSION PROJECT:

It was moved by Mr. Evans, seconded by Mr. Ward to accept the following Bid and approving the following contract:

Sawmill Parkway Extension-Bid Opening of August 2, 2005

As a result of the referenced bid opening, The Engineer recommends that a bid award be made to Trucco Companies of Powell, Ohio, the low bidder for the project. A bid tabulation is available for your information.

CONTRACT

AGREEMENT, made and entered into this 11<sup>th</sup> day of August, 2005 by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **TRUCCO COMPANIES**, hereinafter designated as **SECOND PARTY**.

**WITNESSETH**, that said **SECOND PARTY**, for and in consideration of the sum of **THREE MILLION EIGHT HUNDRED EIGHT-THREE THOUSAND NINE HUNDRED NINETY-SIX DOLLARS AND SIXTY-FIVE CENTS** (\$3,883,996.65 ), based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **SAWMILL PARKWAY EXTENSION PROJECT**, in accordance with plans, **drawings**, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

**SAID SECOND PARTY** further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **July 1, 2006**.

**THE SECOND PARTY** hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

**SECOND PARTY** further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Delaware County Engineer** a certified copy of the Contractor’s payroll. Contractor is also responsible providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

Vote on Motion                      Mr. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Nay

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

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James D. Ward

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Letha George, Clerk to the Commissioners