

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 23, 2007

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 Regarding The Issuance Of Senior Housing Revenue Bonds, Series 2007 (GNMA Collateralized – United Church Homes Projects) By The County Of Marion, Ohio Or The Indiana Finance Authority

PUBLIC COMMENT

RESOLUTION NO. 07-1012

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 20, 2007 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held August 20, 2007 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-1013

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0822 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0822:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0822, memo transfers in batch numbers MTAPR0822 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Increases			
Schilling Propane	Propane	10011303-5338	\$ 5,000.00
AEP	Electric at Tower Sites	21411306-5338	\$ 5,000.00
United Methodist Children	Residential Treatment	22511607-5342	\$ 20,000.00
Kindercare	Day Care	22411610-5348	\$ 4,000.00
Kindercare	Day Care	22511607-5348	\$ 4,000.00
Delaware Union Educational	TANF	22411601-5348	\$ 25,000.00
Village Network	Residential Treatment	22511607-5342	\$ 14,868.74
Village Network	Residential Treatment	22511608-5342	\$ 81.24
Pomegranate	Residential Treatment	22511608-5342	\$ 5,000.00
Pomegranate	Residential Treatment	22511607-5342	\$ 1,260.00
Decreases			
Eckerk Youth Alternatives	Residential Treatment	22511607-5342	\$ 37,000.00
Fox Run	Residential Treatment	22511607-5342	\$ 5,000.00
House of New Hope	Residential Treatment	22511607-5342	\$ 6,000.00
Center for New Beginnings	Residential Treatment	22511607-5342	\$ 1,900.00
Christian Childrens Home	Residential Treatment	22511607-5342	\$ 12,000.00
Cornell Abraxas	Residential Treatment	22511607-5342	\$ 1,700.00
Bellefaire	Residential Treatment	22511607-5342	\$ 11,000.00
Buckeye Ranch	Residential Treatment	22511607-5342	\$ 1,000.00
Bair Foundation	Residential Treatment	22511608-5342	\$ 1,000.00
Adriel	Residential Treatment	22511607-5342	\$ 14,000.00
Advantage	Residential Treatment	22511607-5342	\$ 26,000.00
Bair Foundation	Residential Treatment	22511607-5342	\$ 10,000.00
A New Leaf Inc.	Residential Treatment	22511607-5342	\$ 1,000.00
Oesterlen	Residential Treatment	22511607-5342	\$ 21,000.00
Oesterlen	Residential Treatment	22511607-5342	\$ 2,900.00
Vouchers			
AEP	140, 101 & 88 N. Sandusky St.	10011105-533833802	\$ 14,525.44
EMH&T Inc.	Various Locations	66211902-5301	\$ 9,964.20
Synagro Midwest	Application of Biosolids	66290303-5301	\$ 8,450.32
City of Dublin	Reimbursement to Dublin/Sewer Chgs.	66290301-5319	\$ 28,427.77
FCFC	Help Me Grow/TANF	22411601-5348	\$ 18,540.26

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FCFC	Help Me Grow/6/2007	22411601-5348	\$ 27,223.75
Thomas Glass	Windows/CFOA	43111424-5410	\$ 13,243.26
Otis Elevator	Elevator for CFOA	43111424-5410	\$ 93,719.00
ACI	Site Work CFOA	43111424-5410	\$ 36,181.33
ACI	General Trades/CFOA	43111424-5410	\$ 332,465.83
Corna Kokosing	Case Work CFOA	43111424-5410	\$ 120,626.52
Central Fire	Fire Protection/CFOA	43111424-5410	\$ 6,041.64
Fox Mechanical	Plumbing/CFOA	43111424-5410	\$ 37,761.40
Quandel	Construction Management/CFOA	43111424-5410	\$ 28,400.00
Treasurer	Various Retainages	43111424-5410	\$ 45,426.26
Trident	Security	10011102-5360	\$ 5,649.12
Ben Bro Enterprises Inc.	Sept. Bldg & Land Rental	10011105-5335	\$ 18,310.32
2081 Rt. 23 Company Ltd.	Sept. Bldg & Land Rental	10011105-5335	\$ 7,700.00
Matthews Kennedy, Ford L-M	2008 Ford F-250 Pickup Truck	10011303-5450	\$ 21,671.65
Bridgeway	Residential Treatment	22511608-5342	\$ 15,375.00
Kokomo	Residential Treatment	22511607-5342	\$ 5,670.00

Memo Transfer Vouchers

From	To		
CSEA	Juvenile Court	Court Contract	\$ 9,845.24
10026201-4245	23711630-5360		
Commissioner	Juvenile Court	Court Contract	\$ 5,071.79
10011102-5360	10026201-4245		

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

RESOLUTION NO. 07-1014

IN THE MATTER OF ACCEPTING THE BID AND APPROVING THE CONTRACT WITH CUTTING EDGE FOR CDBG FORMULA 2006 VILLAGE OF ASHLEY WATER & SEWER PROJECT:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, funding is available in the amount \$10,000 from CDBG FY 06 fund, \$15,000 from Delaware County Revolving Loan Fund (RLF), and the engineering cost to be paid by the Village of Ashley, and

WHEREAS, the project was bid out and bids were received August 6, 2007; and

WHEREAS, the Engineer for the Village, has reviewed the bids received, and has determined that the bid submitted by Cutting Edge, in the amount of \$23,698.61 is the lowest and best bid.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Board of Commissioners authorizes an agreement between Delaware County Commissioners and Cutting Edge in an amount of \$23,698.61.

Section 2. This resolution shall take effect and be in force immediately after its passage.

CONTRACT

THIS AGREEMENT made this day of August 2007, by and between, Cutting Edge hereinafter called the "Contractor" and Delaware County Commissioners, hereinafter called the "Owner".
WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for rehabilitating five manholes.

Contractor shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as followed.

The proposed work includes rehabilitating 5 manholes by sealing the manholes internally with a grout product and

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installing plastic inflow plates underneath the manhole lids. The pipe to manhole connections will also be resealed with a grout material.

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum of up to Twenty-Three Thousand Six Hundred Ninety-Eight Dollars and 61/Cents (Dollars) \$23,698.61 base bid with alternates subject to additions and deductions as provided in Section 109 hereof.

1. Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio; a partnership consisting of N/A; and individual trading as N/A.

2. Supply principal items of Contract such as electrical, concrete, signs, caution tape and other items needed.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

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

Article 4. Miscellaneous Terms & Conditions

- 4.1 Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities alone with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.2 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.
- 4.3 No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 4.4 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 to the fullest extent permissible under the law.
- 4.5 Contractor certifies that it has no outstanding findings for recovery pending or issues against it by the State of Ohio.
- 4.6 Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract

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includes a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part of this Contract.

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

RESOLUTION NO. 07-1015

IN THE MATTER OF APPROVING A CLASSIFIED ADVERTISING CONTRACT WITH THE COLUMBUS DISPATCH FOR CLASSIFIED ADVERTISEMENTS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve a classified advertising contract with The Columbus Dispatch for classified advertisements.

(A copy of the contract is available in the Commissioners’ Office until no longer of Administrative Value).

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

RESOLUTION NO. 07- 1016

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS:

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

Transfer of Appropriation		Amount
From	To	
20210108-5312	20210108-5201	
Bureau of Motor Vehicles/Advertising	Bureau of Motor Vehicles/Supplies	\$ 2,000.00
Supplemental Appropriation		
10020201-5260	Clerk of Courts/Inventoried Tools	\$ 3,300.00

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

RESOLUTION NO. 07-1017

9:45 AM PUBLIC HEARING REGARDING THE ISSUANCE OF SENIOR HOUSING REVENUE BONDS, SERIES 2007 (GNMA COLLATERALIZED – UNITED CHURCH HOMES PROJECTS) BY THE COUNTY OF MARION, OHIO OR THE INDIANA FINANCE AUTHORITY:

It was moved by Mr. Jordan, seconded by Mr. Ward to open the Hearing at 9:45AM.

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

RESOLUTION NO. 07-1018

IN THE MATTER OF CLOSING THE PUBLIC HEARING REGARDING THE ISSUANCE OF SENIOR HOUSING REVENUE BONDS, SERIES 2007 (GNMA COLLATERALIZED – UNITED CHURCH HOMES PROJECTS) BY THE COUNTY OF MARION, OHIO OR THE INDIANA FINANCE AUTHORITY:

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

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

RESOLUTION NO. 07-1019

A RESOLUTION AUTHORIZING THE COUNTY OF DELAWARE, OHIO TO EXECUTE AND DELIVER A CONTRACTING POLITICAL SUBDIVISIONS AGREEMENT AND GIVING APPLICABLE ELECTED REPRESENTATIVE APPROVAL IN CONNECTION WITH THE ISSUANCE OF REVENUE BONDS OF THE COUNTY OF MARION, OHIO, AND AUTHORIZING OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS.

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

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WHEREAS, United Church Residences of Marion, Ohio, Inc., United Church Residences of Canal Winchester, Ohio, Inc., United Church Residences of Delaware, Ohio, Inc., United Church Residences of Pickerington, Ohio, Inc., United Church Residences of Memphis, Tennessee, Inc., United Church Residences of Covington, Tennessee, Inc., United Church Residences of Jackson, Mississippi, Inc., United Church Residences of Holly Springs, Mississippi, Inc., United Church Residences of Horn Lake, Mississippi, Inc. and United Church Residences of Ft. Wayne, Indiana, Inc. (each a “Borrower” and collectively, the “Borrowers”) anticipate financing and refinancing the cost of constructing, acquiring, equipping and renovating certain senior housing facilities, including that senior housing facility commonly known as St. Michaels Community located at 35 Lexington Boulevard, Delaware, Ohio in Delaware County (the “Local Facility”), constituting “housing” pursuant to Section 133.51, Ohio Revised Code; and

WHEREAS, pursuant to Section 307.15, Ohio Revised Code, a county constituting a “contracting subdivision” under Sections 307.14 and 307.15, Ohio Revised Code, may enter into an agreement with a county, port authority, or one or more other contracting subdivisions, whereby a contracting subdivision undertakes, and is authorized by the county, port authority or other contracting subdivisions to exercise any power, perform any function, or render any service, on behalf of the county, port authority or other contracting subdivision, which the county, port authority or other contracting subdivision is authorized to exercise, perform or render; and

WHEREAS, pursuant to Article VIII, Section 16, Ohio Constitution, and the laws of the State of Ohio, and particularly Section 133.51, Ohio Revised Code, counties are authorized to issue revenue bonds for the purpose of providing or assisting in providing housing; and

WHEREAS, the County of Marion, Ohio (the “Issuer”), a county and political subdivision of the State of Ohio, this County and certain additional counties and political subdivisions (collectively, the “Contracting Subdivisions”) desire to enter into a Contracting Political Subdivisions Agreement pursuant to Section 307.15, Ohio Revised Code, for the purpose of financing and refinancing through the Issuer, the acquisition, construction, renovation, installation and equipping of certain multifamily housing facilities located within the jurisdictions of the Contracting Subdivisions (the “Projects”), including the Local Facility; and

WHEREAS, the Issuer or the Indiana Finance Authority anticipates issuing its revenue bonds in one or more series (the “Bonds”) to finance and refinance the costs of the Projects as well as facilities in jurisdictions outside the State of Ohio owned or to be owned by the applicable Borrower, including the Local Facility, located in the jurisdictions of the Contracting Subdivisions and anticipates in particular issuing its Senior Housing Revenue Bonds, Series 2007 (GNMA Collateralized – United Church Homes Projects) (the “Series 2007 Bonds”) in one or more series for such purposes with respect to the Local Facility; and

WHEREAS, it is necessary and desirable in connection with the issuance of the Series 2007 Bonds in particular, and for the public purpose hereinbefore recited, to authorize the Contracting Political Subdivisions Agreement; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) requires that prior to their issuance, the Series 2007 Bonds must be approved by the “applicable elected representative” as defined therein;

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

Section 1. Any County Commissioner be and hereby is authorized and directed to execute and deliver on behalf of the County a Contracting Political Subdivisions Agreement with the Issuer, for the purpose of permitting the Issuer to issue the Bonds and in particular the Series 2007 Bonds, to finance and refinance the acquisition, construction, renovation, installation and equipping of the Projects within the jurisdictions of the Contracting Subdivisions, including the Local Facilities.

Section 2. The Contracting Political Subdivisions Agreement shall be substantially in the form presented to this Board and on file with the Clerk of this Board, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of the Contracting Political Subdivisions Agreement as aforesaid, and it is hereby determined, based on information submitted by the Borrowers, that the Contracting Political Subdivisions Agreement will promote the public purposes set forth in Article VIII, Section 16, Ohio Constitution, by enhancing the availability of adequate housing and improving the economic and general well-being of the citizens served by the Contracting Subdivisions, that any contribution made by the County under the Contracting Political Subdivisions Agreement will be fair consideration for value and benefit to be derived by the County under the Contracting Political Subdivisions Agreement, and that the County will be duly benefited thereby.

Section 3. The Bonds issued under the authority of the Contracting Political Subdivisions Agreement shall not be, and are not, general obligations, debt or bonded indebtedness of the County and the holders or owners of such Bonds shall not have the right to have excises or taxes levied by the County for the payment of principal of, or interest or premium, if any, on such Bonds. Such payment shall be made only from funds provided by the Borrowers or their subsidiaries and affiliates.

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Section 4. Any County Commissioner, the Auditor and the Clerk of Board be and hereby are authorized to execute and deliver on behalf of the County such other certificates, documents and instruments in connection with the issuance and public sale of the Bonds and the delivery of the Contracting Political Subdivisions Agreement as may be required, necessary or appropriate, including, without limitation, applicable elected representative approvals and transcript certificates. Such documents, including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution thereof by the proper officer of this County.

Section 5. This Board, as the “applicable elected representative” of the County for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves the issuance of the Series 2007 Bonds in one or more series in the maximum principal amount of \$20,000,000. In reliance upon information provided by the Borrowers, it is anticipated that the proceeds of the Series 2007 Bonds will be used to finance and refinance the costs of the acquisition, renovation, installation and equipping of senior housing facilities located in the jurisdictions of the Contracting Subdivisions, including not to exceed \$3,000,000 of such proceeds to be spent at St. Michaels Community located at 35 Lexington Boulevard, Delaware, Ohio, Delaware County and that the Projects shall be owned by the applicable Borrower.

Section 6. The provisions of this Resolution are hereby declared to be severable and, if any section, phrase or provision shall, for any reason, be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Resolution.

Section 7. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code, and the rules of this Board in accordance therewith.

Section 8. This Resolution shall be effective from and after its adoption.

**CONTRACTING POLITICAL SUBDIVISIONS AGREEMENT
AMONG THE COUNTY OF MARION, OHIO AND THE
COUNTY OF DELAWARE, OHIO, COUNTY OF FAIRFIELD, OHIO,
AND VILLAGE OF CANAL WINCHESTER, OHIO**

THIS CONTRACTING POLITICAL SUBDIVISIONS AGREEMENT (the “Agreement”) is made and entered into as of the 23 day of August, 2007, by and among the COUNTY OF MARION, OHIO (the “Issuer”) and the COUNTY OF DELAWARE, OHIO, COUNTY OF FAIRFIELD, OHIO, and VILLAGE OF CANAL WINCHESTER, OHIO, each being a political subdivision of the State of Ohio constituting a “contracting subdivision” pursuant to and as defined in Section 307.15, Ohio Revised Code (collectively with the Issuer, the “Contracting Subdivisions”), which have heretofore adopted or will adopt appropriate resolutions or ordinances approving this Agreement, in connection with the financing program as described herein (the “Program”) for the benefit of United Church Residences of Marion, Ohio, Inc., United Church Residences of Canal Winchester, Ohio, Inc., United Church Residences of Delaware, Ohio, Inc. and United Church Residences of Pickerington, Ohio, Inc., each, an Ohio nonprofit corporation (each a “Borrower” and collectively, the “Borrowers”) in order to finance and refinance the senior housing facilities described in Exhibit A hereto (the “Projects”), located within the jurisdictions of the Contracting Subdivisions and for the purpose of providing decent, safe and sanitary housing for senior residents of the Contracting Subdivisions;

WHEREAS, pursuant to Article VIII, Section 16, Ohio Constitution, and the laws of the State of Ohio, and particularly Section 133.51, Ohio Revised Code (collectively, the “Act”), counties are authorized to issue revenue bonds for the purpose of providing or assisting in providing housing; and

WHEREAS, pursuant to Section 307.15, Ohio Revised Code, counties and municipal corporations, which constitute contracting subdivisions under such Section 307.15, may enter into an agreement with one or more other contracting subdivisions, whereby a contracting subdivision undertakes, and is authorized by the legislative authority of any contracting subdivision, to exercise any power, perform any function, or render any service, on behalf of such contracting subdivision, which such contracting subdivision is authorized to exercise, perform or render; and

WHEREAS, based upon representations of the Borrowers, it is determined and declared that it is necessary and for the best interests of the citizens, residents, and inhabitants of the respective jurisdictions served by the Contracting Subdivisions, that the Contracting Subdivisions cooperate in taking action to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the jurisdictions served by the Contracting Subdivisions by the adoption and implementation of the Program, so that the Borrower, which owns or leases, or intends to own or lease, senior housing facilities located within the jurisdictions of the Contracting Subdivisions, may finance and refinance the costs of such facilities, including the reimbursement of such costs; and

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WHEREAS, it is necessary, desirable, and authorized by the Act that such Contracting Subdivisions approve the issuance by the Issuer of revenue bonds to provide funds needed for the Program; and

WHEREAS, in reliance upon representations of the Borrowers, it is deemed advisable that the Contracting Subdivisions enter into this Agreement to provide for the issuance of revenue bonds to finance the Program and this Agreement and the Program will promote the public purposes stated in Article VIII, Section 16, Ohio Constitution; and

WHEREAS, pursuant to the Program, the Issuer intends to issue its revenue bonds in one or more series in order to finance and refinance the costs of the Projects, for the benefit of the Contracting Subdivisions;

NOW, THEREFORE, THE COUNTY OF MARION, OHIO AND THE COUNTY OF DELAWARE, COUNTY OF FAIRFIELD, OHIO, AND VILLAGE OF CANAL WINCHESTER, OHIO:

ARTICLE I

ISSUANCE OF BONDS BY THE ISSUER

The Contracting Subdivisions hereby jointly associate for the purpose of authorizing the Issuer to issue revenue bonds (the “Bonds”) to finance or refinance the Projects pursuant to the Program (as defined in the Preambles hereto) within their respective jurisdictions, pursuant to Sections 133.51 and 307.15, Ohio Revised Code, under the name of the Issuer.

Each senior housing facility constituting a Project in a jurisdiction to be financed from the proceeds of the Bonds is or shall be owned by or leased to a Borrower and the proceedings authorizing such Bonds may provide for the pledging of all or any part of the loan or lease payments and the investment income therefrom, to be received by or on behalf of the Issuer pursuant to any loan agreement or lease agreement entered into between the Issuer and one or more of the Borrowers in connection with the issuance of the Bonds, and such proceedings may provide that, as security for the Bonds, the Issuer agrees to pledge, and/or grant security interests in such loan or lease payments, and in any other funds or revenues contributed to or received by the Issuer in connection with the Program; such pledged payments to be assigned to the Issuer and/or a financial institution serving as trustee for the holders of such Bonds.

The Contracting Subdivisions specifically authorize the Issuer to act on behalf of the Contracting Subdivisions, in carrying out all actions and executing all documentation necessary to implement the Program and issue the Bonds, including the execution of a trust indenture with a trustee (the “Trustee”) to authorize and secure each issue of the Bonds, and the Issuer hereby accepts its appointment to act on behalf of the Contracting Subdivisions in such capacity.

ARTICLE II

ADDRESSES AND PLACES OF BUSINESS

The principal offices and places of business of the Contracting Subdivisions shall be as follows:

Issuer: County of Marion, Ohio
Board of County Commissioners
222 West Center Street
Marion, Ohio 43302
Attn: Clerk, Board of County Commissioners

County of Delaware, Ohio:

Board of County Commissioners
101 North Sandusky Street
Delaware, Ohio 43015
Attn: Clerk, Board of County Commissioners

County of Fairfield, Ohio:

Board of County Commissioners
210 East Main Street
Lancaster, Ohio 43130
Attn: Clerk, Board of County Commissioners

Village of Canal Winchester, Ohio:

Village Council
Municipal Building

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36 South High Street
Canal Winchester, Ohio 43110
Attn: Mayor

ARTICLE III

DURATION; ADDING CONTRACTING SUBDIVISIONS

This Agreement shall be effective from and after its execution by the Contracting Subdivisions. The duration of this Agreement from and after said effective date shall be until the date of final payment and retirement of all Bonds issued by the Issuer pursuant to this Agreement and the respective resolution or ordinance adopted or enacted by the legislative authority of each Contracting Subdivision authorizing this Agreement, and the satisfaction by the Contracting Subdivisions of the respective obligations and commitments of each of the Contracting Subdivisions pertaining to the Bonds.

Other contracting subdivisions, as defined in Sections 307.15, Ohio Revised Code, may be added as parties to this Agreement with the consent of the Issuer and thereby become Contracting Subdivisions. Notwithstanding Article VII of this Agreement, the approval of the other Contracting Subdivisions shall not be required to add a contracting subdivision as a Contracting Subdivision, but such new Contracting Subdivision must have within its jurisdiction senior housing facilities which are owned by or leased to a Borrower pursuant to the Program.

ARTICLE IV

NO SEPARATE GOVERNING BODY; COSTS

There shall be no separate governing body formed by this Agreement. The Agreement is undertaken by the Contracting Subdivisions in order to finance the acquisition, construction, renovation, installation and equipping of senior housing facilities within the jurisdictions of the Contracting Subdivisions in an economic and efficient manner, with all proceedings and documents being signed by authorized representatives of the Issuer, and the Bonds shall be executed with the manual or facsimile signature of the appropriate official or officials of the Issuer.

The financing and staffing for the Program shall be provided from the proceeds from the sale of the Bonds, earnings thereon, loan or lease payments from the Borrowers and fees paid in connection with the Program, and the Contracting Subdivisions shall not be obligated to provide funds for the Program from any other sources, and shall not be required to establish and maintain a budget for the Program or to maintain or staff the Program.

ARTICLE V

PURPOSE; OBJECTS; POWERS

The purpose of this Agreement, its objects, and the joint powers of the Contracting Subdivisions hereunder, shall be as follows:

- (a) To adopt the Program, as set out in the Preambles hereto, and to take such steps as may be deemed to be reasonably necessary for the enhancement of the availability of adequate housing and to improve the economic and general well-being of the citizens and inhabitants of the jurisdictions served by the Contracting Subdivisions in connection with the implementation of the Program as described herein.
- (b) To finance the Program through the issuance of revenue bonds under Section 133.51, Ohio Revised Code, by the Issuer, to pay the costs of the Projects located within the jurisdictions of the Contracting Subdivisions, and to evidence such obligations in any legal manner.
- (c) To cooperate with each other and with any other governmental agency in accomplishing any of the stated purposes of this Agreement, including the holding of public hearings.
- (d) To do all of the foregoing and generally to take such action as each Contracting Subdivision deems necessary and incident to the general purposes of this Agreement and as may be necessary or desirable to carry out the purposes of the Program.
- (e) No Contracting Subdivision shall have any power to issue certificates or shares or declare dividends, and this Agreement is not formed for and shall not be operated for profit of any private individual, partnership, corporation, or other entity, but is created solely to carry out the purposes and to exercise the powers set out above.

ARTICLE VI

GENERAL PROVISIONS

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The parties further agree to the following general provisions:

(a) Prohibition of Arbitrage.

The Contracting Subdivisions agree that sums derived from the proceeds of the Bonds, and from the revenues, bonds, assets and loan or lease payments pledged to the Bonds, shall not be used or invested in a manner which would cause such Bonds to be treated as "arbitrage bonds" within the meaning of Sections 103(b)(2) or 148 of the Internal Revenue Code of 1986, as amended.

(b) Limitation on Use of Proceeds of Bonds and Revenues Derived in Connection with the Issuance of Revenue Bonds.

All of the proceeds of the Bonds and of the loan or lease payments shall be used exclusively for the purposes herein set out, including payment of expenses incidental thereto; no part of the proceeds of the Bonds, the investment income derived therefrom, or the revenues securing the Bonds shall inure to the benefit of any representative of any of the Contracting Subdivisions, and shall not inure to the benefit of any private shareholder or individual.

(c) Limitation Regarding Responsibilities of Contracting Subdivisions.

The Contracting Subdivisions, other than the Issuer, shall have no responsibility for, and make no representations in connection with, the issuance of Bonds and the compliance with federal and state law, including, without limitation, the provisions of Section 133.51 of the Ohio Revised Code, in connection therewith; provided that the Issuer shall have only those responsibilities, in connection with the issuance of Bonds, specifically set forth in the documents delivered by the Issuer in connection with the issuance of such Bonds.

No covenant, stipulation, obligation or agreement of the Contracting Subdivisions contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Contracting Subdivision in other than that person's official capacity. Neither the officers or members of the Board of County Commissioners, the Village Council or other legislative authority of the Contracting Subdivisions nor any official executing the Bonds, this Agreement or any amendment or supplement hereto or thereto shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance or execution hereunder or thereof.

ARTICLE VII

TERMINATION OF AGREEMENT; WITHDRAWAL OF CONTRACTING SUBDIVISIONS; AMENDMENTS

(a) Any Contracting Subdivision may terminate this Agreement and withdraw from the proposed Program at any time prior to the issuance of the Bonds or other obligations of the Contracting Subdivisions, upon thirty days' written notice to the other Contracting Subdivisions, and may otherwise withdraw upon such Notice upon the following conditions:

(1) Such termination at that time shall not, in the opinion of nationally recognized Bond Counsel, constitute an act of default in connection with any outstanding bonds, or any obligation(s) of such terminating Contracting Subdivision under any agreement with any of the other Contracting Subdivisions; and

(2) Provisions as to the written satisfaction of the rights of bondholders and the other Contracting Subdivisions, by the Bond Counsel employed by the Issuer, shall be made for the protection of bondholders and of the Trustee designated in the proceedings authorizing such bonds;

(b) Provided, further, that the Contracting Subdivisions shall have the right at any time, to agree on any other method of partial or complete termination, to whatever extent may be permissible, in the opinion of Bond Counsel and the Program's investment banker, without adversely affecting the rating or status of the Bonds, the excludability of interest thereon from taxation, or other rights of bondholders; and

(c) This Agreement may be amended at any time with the prior written consent of all parties; provided however, amendments which add additional contracting subdivisions as parties to this Agreement shall be in accordance with Article III hereof.

ARTICLE VIII

BONDS AND THIS AGREEMENT SHALL NOT CONSTITUTE GENERAL OBLIGATION INDEBTEDNESS OF CONTRACTING SUBDIVISIONS, AND NO OFFICIAL SHALL HAVE ANY PERSONAL LIABILITY FOR

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BONDS OR ANY INDEBTEDNESS IN CONNECTION THEREWITH

Bonds issued pursuant to this Agreement shall be revenue obligations of the Issuer, payable solely from and secured by a pledge of the proceeds of the Bonds until disbursed, the investment of such proceeds (including loans purchased with such proceeds), and all revenues, funds, proceeds of insurance, and other assets pledged under the trust indenture authorizing and securing the Bonds, which amount shall be pledged to be set aside as a special fund or funds for that purpose, and neither such Bonds nor this Agreement shall constitute general obligations, debt or bonded indebtedness of the Issuer or any Contracting Subdivision within the meaning of the Constitution and laws of the State of Ohio and neither the holders or owners of the Bonds nor any party to this Agreement shall be given the right, and shall have no right, to have excises or taxes levied for the payment of bond service charges or any obligation under this Agreement.

None of the officials of the Contracting Subdivisions, or of any of the members of the legislative bodies of the jurisdictions served by the Contracting Subdivisions or their officers or employees, shall be liable in their personal capacities on such Bonds, bond proceedings, other agreements or the contract created pursuant to this Agreement.

Borrower	Senior Housing Project	<u>Number of Units</u>	<u>Address</u>	<u>Political Subdivision</u>
United Church Residences of Canal Winchester, Ohio, Inc.	Canal Village	45	85 Covenant Way, Canal Winchester, Ohio	Village of Canal Winchester
United Church Residences of Pickerington, Ohio, Inc.	Pickfair Square	33	310 Jericho Road, Pickerington, Ohio	Fairfield County
United Church Residences of Delaware, Ohio, Inc.	St. Michael's Community	45	35 Lexington Boulevard, Delaware, OHio	Delaware County
United Church Residences of Marion, Ohio, Inc.	Brownstone Terrace	50	150 Sara Avenue, Marion, Ohio	Marion County

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

DISCUSSION PRESERVATION PARKS AT WATER RESERVOIRS

RESOLUTION NO. 07-1020

IN THE MATTER OF APPROVING THE USE OF LAND ADJACENT TO THE UPGROUND RESERVOIRS
IN THOMPSON TOWNSHIP FOR A PASSIVE PARK FOR MANAGEMENT AND OPERATION BY
PRESERVATION PARKS OF DELAWARE COUNTY:

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

- WHEREAS; The City of Columbus is constructing up-ground reservoirs in Thompson Township for future drinking water supply, and
- WHEREAS; The City of Columbus is willing to lease a parcel of the land to Preservation Parks to establish a passive recreation area that emphasizes education on water and prairie bird species, and promotes viewing areas that may be supplemented with year round feeding , and
- WHEREAS; The concept plan would establish a multi-use loop trail that will accommodate a variety of users to the park and will provide designated fishing areas, and
- WHEREAS, The park may include, but not be limited to, facilities for picnicking, nature observation, fishing, walking/jogging, and children's play, and
- WHEREAS, The park will be operated in the manner of all other Preservation Parks and be open, in general, between the hours of dawn and dusk, and will be secured at time of closing with a locked gate, and
- WHEREAS, Preservation Parks will provide security for the park through Certified Peace Officers employed by the Park District,
- NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

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That the Board of County Commissioners of Delaware County, Ohio, does hereby approve the use of land adjacent to the upground reservoirs in Thompson Township for use as a passive park by Preservation Parks of Delaware County.

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

RESOLUTION NO. 07-1021

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; LAND ACQUISITION AND PENDING LITIGATION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 10:10AM.

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

RESOLUTION NO. 07-1022

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 1:00PM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners