

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 16, 2013

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

Present:
Ken O'Brien, President
Dennis Stapleton, Vice President
Gary Merrell, Commissioner

RESOLUTION NO. 13-518

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 13, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 13, 2013; and

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

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

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

BILL BARKS, DIRECTOR THE OSU CENTER FOR EMS C/O DEPARTMENT OF EMERGENCY MEDICINE THE OHIO STATE UNIVERSITY, PRESENTATIONS TO DELAWARE COUNTY EMS:

- 1) An Appreciation Award for DCEMS helping with the CSIE Med Student Program in the College of Medicine
- 2) A Proclamation/Recognition from Dr. Steve Gabbe and the OSU Wexner Medical Center for the Certification achieved last year
- 3) A recognition for 40th Anniversary

RESOLUTION NO. 13-519

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0515:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0515 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Beem's BP	Gasoline	10011106-5228	\$ 75,000.00
PR			
Number	Vendor Name	Line Description	Line Account Line Amount
EMERGENCY MEDICAL SERVICES – SERVICES AND CHARGES			
R1303981	PHYSIO CONTROL INC	ANNUAL MAINTENANCE AGREEMENT (2011 AND 2013)	10011303-5325 28,306.44
R1303981	PHYSIO CONTROL INC	LIFEPAK AED ACCESSORY REPLACEMENT	10011303-5325 100.00
911 – DEBT PAYMENTS			
R1304055	DELAWARE COUNTY BANK	BOND INTEREST PAYMENTS	21411306-5720 14,002.50
R1304055	DELAWARE COUNTY BANK	BOND PRINCIPAL PAYMENT	21411306-5725 150,800.00
PERMANENT IMPROVEMENT – BUILDING AND IMPROVEMENTS			
R1303914	HONEYWELL INC	HVAC 101 N SANDUSKY STREET	40111402-5410 42,928.00
CAPITAL ACQUISITION & PROJECT – CAPITAL EQUIPMENT			
R1303853	PHYSIO CONTROL INC	(11) LIFEPAK DELIBERATOR	41711436-5450 278,887.75

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BOND RETIREMENT DEBT SERVICE – DEBT SERVICE

R1304056	BANK OF NEW YORK MELLON	BOND INTEREST PAYMENTS	50111117-5720	146,125.00
R1304056	BANK OF NEW YORK MELLON	BOND PRINCIPAL PAYMENT	50111117-5725	2,435,000.00
R1304057	HUNTINGTON BANK	BOND INTEREST PAYMENTS	50111117-5720	617,287.50
R1304057	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	50111117-5725	850,000.00

BOND RETIREMENT CFOA – DEBT SERVICE

R1304058	BANK OF NEW YORK MELLON	BOND INTEREST PAYMENTS	50211119-5720	378,450.00
R1304058	BANK OF NEW YORK MELLON	BOND PRINCIPAL PAYMENT	50211119-5725	530,000.00

BR RD IMP US23 LEWIS CENTER RD – DEBT SERVICE

R1304059	HUNTINGTON BANK	BOND INTEREST PAYMENTS	50411121-5720	90,735.00
R1304059	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	50411121-5725	100,000.00
R1304060	DELAWARE COUNTY BANK	BOND INTEREST PAYMENTS	50411121-5720	2,022.32
R1304060	DELAWARE COUNTY BANK	BOND PRINCIPAL PAYMENT	50411121-5725	2,024.92

BR DITCH IMPROVEMENT PRIMMER – DEBT SERVICE

R1304061	HUNTINGTON BANK	BOND INTEREST PAYMENTS	50511122-5720	1,072.00
R1304061	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	50511122-5725	8,600.00

BR DITCH IMPROVEMENT SMITH – DEBT SERVICE

R1304061	HUNTINGTON BANK	BOND INTEREST PAYMENTS	50611123-5720	576.00
R1304061	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	50611123-5725	4,600.00

BR DITCH IMPROVEMENT SACKETT – DEBT SERVICE

R1304061	HUNTINGTON BANK	BOND INTEREST PAYMENTS	50711124-5720	100.00
R1304061	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	50711124-5725	800.00

BR SAWMILL PKWY EXT TIF – DEBT SERVICE

R1304060	DELAWARE COUNTY BANK	BOND INTEREST PAYMENTS	50811125-5720	1,872.68
R1304060	DELAWARE COUNTY BANK	BOND PRINCIPAL PAYMENT	50811125-5725	1,875.08
R1304061	HUNTINGTON BANK	BOND INTEREST PAYMENTS	50811125-5720	84,213.00
R1304061	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	50811125-5725	92,000.00

BR OLENTANGY CROSSINGS TIF – DEBT SERVICE

R1304062	HUNTINGTON BANK	BOND INTEREST PAYMENTS	50911126-5720	54,905.00
R1304062	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	50911126-5725	59,900.00

BR DITCH IMPROVEMENT GWINNER – DEBT SERVICE

R1304062	HUNTINGTON BANK	BOND INTEREST PAYMENTS	51011127-5720	660.00
R1304062	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	51011127-5725	5,300.00

BR DITCH IMPROVEMENT OLD KINGSTON – DEBT SERVICE

R1304062	HUNTINGTON BANK	BOND INTEREST PAYMENTS	51111128-5720	904.00
R1304062	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	51111128-5725	7,300.00

BR DITCH IMPROVEMENT COOMER – DEBT SERVICE

R1304062	HUNTINGTON BANK	BOND INTEREST PAYMENTS	51211129-5720	2,060.00
R1304062	HUNTINGTON BANK	BOND PRINCIPAL PAYMENT	51211129-5725	16,500.00

BR DITCH IMPROVEMENT BASIGER – DEBT SERVICE

R1304063	DELAWARE COUNTY BANK	BOND INTEREST PAYMENTS	51311130-5720	3,946.50
R1304063	DELAWARE COUNTY BANK	BOND PRINCIPAL PAYMENT	51311130-5725	20,500.00

BR DITCH IMPROVEMENT JONES TIM – DEBT SERVICE

R1304063	DELAWARE COUNTY BANK	BOND INTEREST PAYMENTS	51411131-5720	5,605.06
R1304063	DELAWARE COUNTY BANK	BOND PRINCIPAL PAYMENT	51411131-5725	33,400.00

BR DISHEETS #318 – DEBT SERVICE

R1304063	DELAWARE COUNTY BANK	BOND INTEREST PAYMENTS	51511132-5720	301.00
R1304063	DELAWARE COUNTY BANK	BOND PRINCIPAL PAYMENT	51511132-5725	1,600.00

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BR DI BROOKVIEW – DEBT SERVICE

R1304063	DELAWARE COUNTY BANK	BOND INTEREST PAYMENTS	51611133-5720	849.60
R1304063	DELAWARE COUNTY BANK	BOND PRINCIPAL PAYMENT	51611133-5725	4,250.00

BR DI MCNAMARA – DEBT SERVICE

R1304064	DELAWARE COUNTY BANK	BOND INTEREST PAYMENTS	51711134-5720	854.00
R1304064	DELAWARE COUNTY BANK	BOND PRINCIPAL PAYMENT	51711134-5725	4,600.00

BR O'BRIEN DITCH – DEBT SERVICE

R1304064	DELAWARE COUNTY BANK	BOND INTEREST PAYMENTS	51911136-5720	298.74
R1304064	DELAWARE COUNTY BANK	BOND PRINCIPAL PAYMENT	51911136-5725	1,908.00

BR DI SCOTT/DUTCHER – DEBT SERVICE

R1304064	DELAWARE COUNTY BANK	BOND INTEREST PAYMENTS	52011138-5720	1,985.85
R1304064	DELAWARE COUNTY BANK	BOND PRINCIPAL PAYMENT	52011138-5725	6,407.00

SANITARY ENGINEER – DEBT SERVICE

R1304065	US BANK	BOND INTEREST PAYMENTS	66311901-5720	1,129,775.00
R1304065	US BANK	BOND PRINCIPAL PAYMENT	66311901-5725	1,935,000.00

SANITARY ENGINEER – CHARGES FOR SERVICES

R1303987	MAYS CONSULTING & EVALUATION SVS INC	SERVICES	66611904-5301	106,500.00
R1303979	KOKOSING CONSTRUCTION CO INC	SETTLEMENT CLAIM – LSWRF	66611905-5370	431,000.00
R1303999	S & ME INC	PROFESSIONAL SERVICES FOR TRANSFER STATION REHAB	68011916-5301	5,854.15

SANITARY ENGINEER – CAPITAL OUTLAY

R1303979	KOKOSING CONSTRUCTION CO INC	PAY APPS 29, 30 AND WITHHELD \$	66611905-5415	1,483,937.87
R1303988	RIBWAY ENGINEERING GROUP	REMAINING BALANCE AND CHANGE ORDER	66611903-5410	161,329.00

Vote on Motion Mr. Stapleton Mr. Merrell Mr. O'Brien

TRIBUTE, JACK FRAMBES PARK IN SHAWNEE HILLS, OHIO

RESOLUTION NO. 13-520

SETTING DATE, TIME AND PLACE FOR A VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF A PETITION REQUESTING THE ALTERATION AND VACATION OF NORTH HAMPTON DRIVE, IN LIBERTY TOWNSHIP, PURSUANT TO OHIO REVISED CODE SECTION 5553.04:

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

WHEREAS, on April 22, 2013, the Delaware County Board of Commissioners received a petition, filed by Peggy S. Guzzo, and signed by at least twelve freeholders of Delaware County residing in Liberty Township, requesting the alteration and vacation of North Hampton Drive, in Liberty Township, pursuant to section 5553.04 of the Revised Code; and

WHEREAS, the petition states generally as follows:

General Description:

- 1) North Hampton Drive, in Liberty Township, in the vicinity of Wedgewood Commerce Center, Lot 2069
- 2) 3 proposed alternates
- 3) Alternate 1, Alternate 2 and Alternate 3 show the following:
 - North Hampton Drive proposed general route and termini (into Wedgewood Commerce Center, Lot 2069)
 - Portion of current North Hampton Drive vacated and turned into green space with landscaping added
 - Potential private service drive for Wedgewood Commerce Center, Lot 2069;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners will on **Monday August 19, 2013, at 1:30PM** view the proposed alteration and vacation of North Hampton Drive, in the vicinity of Wedgewood Commerce Center Lot 2069, in Liberty Township.

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BE IT FURTHER RESOLVED that on **Monday September 30th, 2013, at 10:30AM**, at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the public hearing to consider said alteration and vacation.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-521

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND MANAGEMENT PARTNERS, INC. FOR THE DELAWARE COUNTY FACILITIES ASSESSMENT AND NEEDS ANALYSIS:

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

Whereas, the Manager of Facilities and the County Administrator recommend approval of the contract between the Delaware County Board Of Commissioners and Management Partners, Inc. for the Delaware County Facilities Assessment And Needs Analysis;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Board Of Commissioners and Management Partners, Inc. for the Delaware County Facilities Assessment And Needs Analysis.

DELAWARE COUNTY FACILITIES ASSESSMENT AND NEEDS ANALYSIS

AGREEMENT

THIS AGREEMENT, made this 16th day of May, 2013, by and between Delaware County, Ohio, (hereinafter referred to as the "County"), and Management Partners, Inc., (hereinafter referred to as "Partners").

RECITALS

WHEREAS, the County is desirous of assessing County facilities and planning for future needs, and

WHEREAS, Partners has unique knowledge of local governments, and a demonstrated ability to assist in accomplishing the objectives of County; and

WHEREAS, County desires to engage Partners to assist in the assessment of County facilities and planning for future needs and Partners is willing to provide such services;

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of services. Partners shall assist the County by executing the project described in the scope letter submitted and dated April 19, 2013, which is hereby incorporated herein by reference as Exhibit A; and the statement of qualifications dated November 8, 2012, which is hereby incorporated herein by reference as Exhibit B; in accordance with direction provided by the County Administrator or his designee.

In the event that significant changes in the scope of services are required during performance of this Agreement, the party requesting the change shall submit a notice in writing to the other party providing a detailed explanation of the facts and circumstances necessitating the change and that were not known or beyond reasonable foreseeability at the time of execution of this Agreement. Any change in the scope of services shall require the written approval of both parties.

2. Time of Performance. Services of Partners shall be available upon receipt of an approved copy of this Agreement, and shall be undertaken and completed in accordance a schedule of performance that is satisfactory to the County.

3. Compensation and Method of Payment. Partners will invoice County for services rendered as work is performed on the project, on the basis of the submission of invoices on a monthly basis. The total amount of payment in accordance with this agreement shall not exceed \$194,900 for the general fund facilities included in the project and \$35,500 for the sanitary engineering facilities included in the project, including expenses.

4. Independent Contractor. Neither Partners, its employees, nor its subcontractors are considered to be employees of the County, for any purpose whatsoever. Partners is an independent contractor in the performance of the services herein described, and no agency, partnership, joint venture, or employment relationship has been or will be created pursuant to this Agreement. Partners acknowledges and agrees that it assumes responsibility for any tax liabilities and insurance premiums, including but not limited to workers compensation coverage, that may accrue as a result of or arising under this Agreement.

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5. Personnel. Partners represents that it has, or will secure at its own expense, all personnel and subcontractors required in performing all of the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County. All the services required hereunder will be performed by Partners or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

6. Insurance and Indemnity. Partners shall during the full term of this Agreement maintain general liability and automobile liability insurance in amounts acceptable to the County and sufficient to protect Partners and the County from liability arising from services provided pursuant to this Agreement. Partners shall cause the County to be named as additional insured in such policies. Partners shall also maintain workers compensation coverage in accordance with the laws of the State of Ohio and professional liability insurance for errors and omissions. Partners shall provide certificates of insurance and properly executed endorsements upon the County's request.

Partners shall indemnify and hold free and harmless the County from and against any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that County may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of Partners, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

7. Discrimination Prohibited. In performing the services required hereunder, the Partners shall not discriminate against any person on the basis or race, color, religion, sex, national origin or ancestry, sexual orientation, age, physical handicap, or disability as defined in the American with Disabilities Act of 1990, as now enacted or hereafter amended.

8. Reports and Information. At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement. Unless authorized by the County, the Partners will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the County.

9. Establishment and Maintenance of Records. Records shall be maintained by the Partners in accordance with applicable law and requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized by the County, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

10. Assignability. Partners shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

11. Termination for Convenience of County. The County may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to Partners. If Partners is terminated by the County as provided herein, Partners will be paid for the services actually performed to the time of termination. The County shall not be liable for payment for work performed after the effective date of termination.

12. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion. This Agreement shall be deemed to have been drafted by both parties.

13. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

14. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, and the laws, rules and regulations of Delaware County. Any and all disputes arising hereunder shall be filed in and heard before the courts of Delaware County, Ohio.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mr. Stapleton Aye

**KARLA HERRON AND JOSH PEDALINE, BOARD OF ELECTIONS
DISCUSSION ON VOTING MACHINES**

RESOLUTION NO. 13-522

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Interim Director of Emergency Medical Services recommends hiring Andrew Lunn as a Part-Time Paramedic with the EMS Department; effective May 22, 2013;

Therefore Be It Resolved, that the Board of Commissioners approve hiring Andrew Lunn as a part-time paramedic with the EMS Department; effective May 22, 2013.

The Acting Director of Delaware Communications recommends accepting the resignation of Corinne Galloway as a telecommunicator with 911 Communications; effective May 9, 2013;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Corinne Galloway as a telecommunicator with 911 Communications; effective May 9, 2013.

The Director of Environmental Services recommends promoting Eric Kletrovetz to Lead Project Engineer with the Regional Sewer District; effective May 20, 2013;

Therefore Be It Resolved, the Board of Commissioners approve promoting Eric Kletrovetz to Lead Project Engineer with the Regional Sewer District; effective May 20, 2013.

The Director of Environmental Services recommends promoting Blake Jordan to Staff Engineer II with the Regional Sewer District; effective May 20, 2013;

Therefore Be It Resolved, the Board of Commissioners approve promoting Blake Jordan to Staff Engineer II with the Regional Sewer District; effective May 20, 2013.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 13-523

IN THE MATTER OF APPROVING TRAINING PAY FOR THE ASSIGNMENT OF FIELD TRAINING OFFICERS (FTO) FOR THE 911 CENTER:

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

WHEREAS, Delaware County is committed to the intensive training of newly hired telecommunicators in order to ensure the successful functioning of the 911 Center in the service of the public; and

WHEREAS, a need exists for existing dispatchers to assist in the training of individuals hired to the position of telecommunicator; and

WHEREAS, the Board of County Commissioners wishes to recognize the need for this particularly intensive training by approving training pay for those employees serving as field training officers for the 911 Center;

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

Section 1. The Board hereby approves the 911 Center Field Training Officer (FTO) program as follows:

Employees who are assigned to work as an FTO shall be provided a wage supplement during the time when assigned a trainee by the Director or the Director's designee to function as an FTO. The training, duties, and functions for the FTO will be as established in the training program for new employees and may be modified from time to time by the County. Employees who are assigned and functioning as an FTO shall receive an allowance of \$1.25 per hour not to exceed 40 hours per week (for a total of \$50.00 per week or \$100.00 per pay period) while performing duties of the FTO assignment. Individuals who accept the assignment as an FTO shall be expected to fully perform those functions. Employees may request to be relieved of their commitment to be an FTO with a 90 calendar day written notice when the employee has a trainee or shorter period with a justified reason to be released from a FTO trainee assignment. Employees may be released of their FTO commitment with a 60-day written notice if the employee does not have a current trainee, or with a shorter period, with written notice and justified reason.

Section 2. FTO training pay shall be effective May 13, 2013, and shall continue until modified or the program is altered by the County, subject to applicable procedures.

Section 3. The FTO program and pay approved herein shall supersede any previously-adopted FTO program and pay, as adopted in Resolution No. 08-1092.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-524

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A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$8,905,000 FOR THE PURPOSE OF PAYING THE COSTS OF REFUNDING BONDS PREVIOUSLY ISSUED BY THE COUNTY 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. Stapleton, seconded by Mr. Merrell to adopt the following:

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

WHEREAS, pursuant to the 2005 Election and Resolution No. 05-1084, adopted on August 11, 2005 (the “Series 2005 Bond Resolution”), the County previously issued its \$12,000,000 Capital Facilities Bonds, Series 2005A, dated August 31, 2005 (the “Series 2005 Bonds”), for the purpose stated in Section 2; 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 Chapter 133 of the Ohio Revised Code, in the maximum principal amount of \$8,905,000 (the “Bonds”), in order to refund at a lower rate of interest all or a portion of the outstanding Series 2005 Bonds stated to mature on December 1 in the years 2013 through 2023 and 2025 (collectively, the “Outstanding Series 2005 Bonds”), which Outstanding Series 2005 Bonds maturing on or after December 1, 2016 are subject to prior redemption at the option of the County on any date on or after December 1, 2015 at a redemption price of 100% of par plus any accrued interest to their redemption date, and to pay any expenses relating to that refunding and the issuance of 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;

WHEREAS, the County Auditor has certified to this Board that the estimated life or period of usefulness of the Improvement is at least five (5) years and that the maximum maturity of the Bonds is December 1, 2025;

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

“Authorized Denominations” means (a) with respect to Current Interest Bonds, the denomination of \$5,000 or any integral multiple in excess thereof, and (b) with respect to Capital Appreciation Bonds, if any, the denomination equal to the original principal amount that, when interest at the applicable compounding rate is accrued and compounded thereon on each Interest Accretion Date to the stated maturity of the Bonds, will result in a \$5,000 Maturity Amount or any integral multiple thereof.

“Bond Proceedings” means, collectively, this Resolution, the Certificate of Award, the Continuing Disclosure Agreement, the Escrow Agreement, the Purchase Agreement, the Registrar Agreement, 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 Current Interest Serial Bonds, the Current Interest Term Bonds and the Capital Appreciation 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 beneficial 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 and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and maintained 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 beneficial interests in those Bonds and that principal and interest.

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“*Capital Appreciation Bonds*” means any Bonds designated as such in the Certificate of Award, maturing in the years, being in the original principal amounts and having the Maturity Amounts set forth therein, and bearing interest accrued and compounded on each Interest Accretion Date and payable at maturity.

“*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.

“*Compound Accreted Amount*” means, with respect to any Capital Appreciation Bond, the original principal amount thereof plus interest accrued and compounded on each Interest Accretion Date to the date of maturity or other date of determination. The Compound Accreted Amount per \$5,000 Maturity Amount of the Capital Appreciation Bonds of each maturity as of each Interest Accretion Date shall be set forth in the Certificate of Award. The Compound Accreted Amount of any Capital Appreciation Bond for each maturity as of any date other than an Interest Accretion Date is the sum of (a) the Compound Accreted Amount for such Bond on the immediately preceding Interest Accretion Date plus (b) the product of (i) the difference between (A) the Compound Accreted Amount of that Bond on the immediately preceding Interest Accretion Date and (B) the Compound Accreted Amount of that Bond on the immediately succeeding Interest Accretion Date, times (ii) the ratio of (C) the number of days from the immediately preceding Interest Accretion Date to the date of determination to (D) the total number of days from that immediately preceding Interest Accretion Date to the immediately succeeding Interest Accretion Date; *provided*, however, that in determining the Compound Accreted Amount of a Capital Appreciation Bond as of a date prior to the first Interest Accretion Date, the Closing Date shall be deemed to be the immediately preceding Interest Accretion Date and the original principal amount of that Capital Appreciation Bond shall be deemed to be the Compound Accreted Amount on the Closing Date.

“*Continuing Disclosure Agreement*” means the Continuing Disclosure Agreement which 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, as it may be modified from the form on file with the Clerk and executed by the County Administrator in accordance with Section 9(c).

“*County*” means the County of Delaware, Ohio.

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

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

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

“*Current Interest Serial Bonds*” means those Current Interest 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.

“*Current Interest Term Bonds*” means those Current Interest 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.

“*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 beneficial 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 Administrator in accordance with Section 10.

“*Escrow Fund*” means the County of Delaware, Ohio – Series 2013 Refunding Escrow Fund created pursuant to Section 10 and in accordance with the Escrow Agreement.

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“*Escrow Trustee*” 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 10 as the initial escrow trustee for the Refunded Bonds under the Escrow Agreement and until a successor Escrow Trustee shall have become such pursuant to the provisions of the Escrow Agreement and, thereafter, “*Escrow Trustee*” shall mean the successor Escrow Trustee.

“*Financing Costs*” shall have the meaning given in Section 133.01 of the Ohio Revised Code.

“*Interest Accretion Dates*” means, as to any Capital Appreciation Bonds, each June 1 and December 1, commencing on the date specified in the Certificate of Award, in the years any Capital Appreciation Bonds are outstanding.

“*Interest Payment Dates*” means (a) as to Current Interest Bonds, June 1 and December 1 of each year during which the Current Interest Bonds are outstanding, commencing on the date specified in the Certificate of Award, and (b) as to any Capital Appreciation Bonds, their respective maturity dates.

“*Maturity Amount*” means, with respect to a Capital Appreciation Bond, the principal and interest due and payable at the stated maturity of that Capital Appreciation Bond.

“*Mandatory Redemption Date*” shall have the meaning set forth in Section 3(b).

“*Mandatory Sinking Fund Redemption Requirements*” shall have the meaning set forth in Section 3(e)(i).

“*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 as determined by the County Administrator in the Certificate of Award, *provided* that the first Principal Payment Date shall occur no later than the earliest maturity date of the Refunded Bonds, and *provided further* that in no case shall the final Principal Payment Date exceed the maximum maturity limitation 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.

“*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 in accordance with Section 6.

“*Redemption Date*” means the date designated by the County Administrator in the Certificate of Award as the date on which the Refunded Bonds shall be redeemed in accordance with Section 10.

“*Refunded Bonds*” means, collectively, the principal maturities of the Outstanding Series 2005 Bonds to be determined by the County Administrator in the Certificate of Award as the maturities the refunding of which will be in the best interest of and to the financial advantage of the County.

“*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 Administrator 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.

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. This Board determines that it is necessary and in the best interest of the County to issue bonds of this County in the maximum principal amount of \$8,905,000 (the “*Bonds*”) for the purpose of paying the costs of refunding bonds previously issued by the County 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 (the “*Improvement*”). The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, the 2005 Election, this Resolution and the Certificate of Award.

The aggregate principal amount of Bonds to be issued shall not exceed the maximum aggregate principal

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amount specified in this Section 2 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, other County monies available for the purpose, the estimates of the Financing Costs and the interest rates on the Bonds. The Refunded Bonds shall be determined by the County Administrator in the Certificate of Award as the maturities of the Outstanding Series 2005 Bonds the refunding of which will be in the best interest of and to the financial advantage of the County.

The proceeds from the sale of the Bonds received by the County (or withheld by the Original Purchaser on behalf of the County) shall be paid into the proper fund or funds, and those proceeds are hereby appropriated and shall be used for the purpose for which the Bonds are being issued, including without limitation but only to the extent not paid by others, the payment of the costs of issuing and servicing the Bonds, printing and delivery of the Bonds, legal services including obtaining the approving legal opinion of bond counsel, any paying agent, escrow trustee and verification agent fees and expenses, rating agency fees and expenses, any fees or premiums relating to municipal bond insurance or other security arrangements determined necessary by the County Administrator, and all other Financing Costs and costs incurred incidental to those purposes. The Certificate of Award and the Purchase Agreement may authorize the Original Purchaser to withhold certain proceeds from the purchase price of the Bonds to provide for the payment of Financing Costs related to the Bonds on behalf of the County. Any portion of those proceeds received by the County representing premium (after payment of any Financing Costs identified in the Certificate of Award) shall be used to pay costs of refunding the Refunded Bonds and/or be paid into the Bond Retirement Fund, with such determination being made by the County Administrator in the Certificate of Award, consistent with the County Administrator's determination of the best interest of and financial advantages to the County. Any portion of those proceeds received by the County 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 Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The respective principal amounts of the Bonds to be issued as Current Interest Bonds and Capital Appreciation Bonds (if any Bonds are to be issued as Capital Appreciation Bonds) 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 Current Interest Bonds shall be dated as of their date of issuance, or such other date not more than sixty (60) days prior to the Closing Date as may be established in the Certificate of Award, and any Capital Appreciation Bonds shall be dated as of the Closing Date.

(a) Interest Rates and Payment Dates. The Current Interest Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of twelve 30-day months), as shall be determined, subject to paragraph (c) of this Section, by the County Administrator in the Certificate of Award. Interest on the Current Interest 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 Current Interest 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.

Any Capital Appreciation Bonds shall bear interest from the Closing Date at the compounding rate or rates of interest (computed on the basis of a 360-day year consisting of twelve 30-day months), accrued and compounded on each Interest Accretion Date and payable at maturity, which will result in the aggregate Maturity Amounts payable at maturity, as shall be determined, subject to paragraph (c) of this Section, by the County Administrator in the Certificate of Award, *provided* that the Capital Appreciation Bonds of any one stated maturity all shall bear the same compounding rate of interest. The total interest accrued on any Capital Appreciation Bond as of any particular date shall be an amount equal to the amount by which the Compound Accreted Amount of that Capital Appreciation Bond exceeds the original principal amount of that Capital Appreciation Bond as of that date.

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

Consistent with the foregoing and in accordance with the County Administrator's determination of the best interest of and financial advantages to the County, the County Administrator shall specify in the Certificate of Award:

(i) the aggregate principal amount of Current Interest Bonds to be issued as Current Interest Serial Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each Principal Payment Date;

(ii) the aggregate principal amount of Current Interest Bonds to be issued as Current Interest 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 Current Interest 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; and

(iii) the aggregate principal amount of any Bonds to be issued as Capital Appreciation Bonds and the corresponding aggregate Maturity Amount thereof, the Principal Payment Dates on which those Bonds shall be stated to mature, and the principal amount and corresponding Maturity Amount thereof that

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shall be payable on each such Principal Payment Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Current Interest Bonds and the compounding rate or rates of interest per year to be borne by any Capital Appreciation Bonds, and the principal amount of Current Interest Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date and the Maturity Amount of any Capital Appreciation Bonds payable on each Principal Payment Date, shall be such as to demonstrate net present value savings to the County due to the refunding of the Refunded Bonds, taking into account all expenses related to that refunding and issuance of the Bonds.

(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 premium, if any, on the Current Interest Bonds, and principal of and interest on any Capital Appreciation Bonds, shall be payable when due upon presentation and surrender of the Bonds at the designated corporate trust office of the Bond Registrar. Interest on a Current Interest Bond shall be paid by the Bond Registrar 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 Administrator, in the name and on behalf of the County, in connection with the book entry system.

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

(i) Mandatory Sinking Fund Redemption of Current Interest Term Bonds. If any of the Bonds are issued as Current Interest Term Bonds, the Current Interest 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 being referred to as 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 Current Interest Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Current Interest Term Bonds payable on that Date pursuant to the 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 Current Interest 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 Administrator, for Current Interest Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Current Interest Term Bonds so delivered. That option shall be exercised by the County on or before the 45th 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 Administrator, 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 Current Interest Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. 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 Administrator, also shall be received by the County for any Current Interest 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 Current Interest Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Current Interest Term Bonds so delivered, redeemed or purchased and canceled.

Each Current Interest 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 Administrator, for Current Interest Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Current Interest Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Current Interest Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be subject to optional 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

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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 redemption price for any optional redemption date shall not be greater than 103%.

If optional redemption of Current Interest 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 Current Interest Term Bonds, the Current Interest Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Current Interest Term Bonds of the same maturity (and interest rate within a maturity if applicable) 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 Administrator 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 (and interest rate within a maturity if applicable) 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 (or interest rate within a maturity if applicable) are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the County. If fewer than all of the Bonds of a single maturity (or interest rate within a maturity if applicable) are to be redeemed, the selection of Bonds of that maturity (or interest rate within a maturity if applicable) 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 15th 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 Sections 3(d) and 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; *provided* that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the County to the extent not required for the payment of the Bonds called for redemption.

(vi) Capital Appreciation Bonds. The Capital Appreciation Bonds, if any, shall not be subject to redemption prior to maturity.

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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 to distinguish the Current Interest Bonds from any Capital Appreciation Bonds, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to Chapter 133 of the Ohio Revised Code, the 2005 Election, this Resolution and the Certificate of Award.

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 Administrator 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 Administrator, on behalf of the County, all of which shall be conclusively evidenced by the signing of the Registrar Agreement or amendments thereto. The County Administrator 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 Certificate of Award and 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 Administrator 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 Register. 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 designated corporate trust office. Subject to the provisions of Sections 3(d) 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 designated 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 designated 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 15th 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 as 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, if applicable, each interest rate within a maturity, and registered in the name of the Depository or its nominee, as

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registered owner, and immobilized in the custody of the Depository or its designated agent for that purpose, which may be the Bond Registrar; (ii) the beneficial owners of Bonds in book entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests 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 beneficial 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 beneficial 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 assignees 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 County Administrator is authorized to sell the Bonds 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 (if any) on the Current Interest 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 Ohio 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 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 that County official on behalf of the County, all of which shall be conclusively evidenced by the signing of the Purchase Agreement or amendments thereto.

The County Commissioners, or any of them, the County Auditor, the Prosecuting Attorney, 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.

Section 7. Provision 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 amount or rate, 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 Bonds will not (i) constitute private activity Bonds or arbitrage Bonds under Sections 141 or 148 of the Code or (ii) be treated other than as Bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Bonds 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

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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 Administrator, the County Auditor 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 to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections 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 with respect to the Bonds, 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 with respect to the Bonds, 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. The County Administrator, the County Auditor or any other officer of the County having responsibility for issuance of the Bonds is specifically authorized to designate the Bonds as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

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.

Section 9. Official Statement, Rating, Bond Insurance, Continuing Disclosure and Financing Costs.

(a) Primary Offering Disclosure -- Official Statement. The President of the Board of County Commissioners, the County Auditor and the County Administrator are each authorized and directed, on behalf of the County and in their official capacities, to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, a disclosure document in the form of an official statement relating to the original issuance of the Bonds, (ii) determine, and to certify or otherwise represent, when the official statement is to be "deemed final" (except for permitted omissions) by the County as of its date or is a final official statement for purposes of paragraph (b) of the Rule, (iii) use and distribute, or authorize the use and distribution of those official statements and any supplements thereto in connection with the original issuance of the Bonds, and (iv) complete and sign those official statements and any supplements thereto as so approved, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those official statements and any supplements, as they may deem 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. The County Administrator is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the County, that the County Administrator determines to be necessary in connection with the obtaining of that bond insurance.

(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 to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The County Administrator is authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the County, in substantially the form as is now on file with the Clerk. The Continuing Disclosure 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 that County official on behalf of the County, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement or amendments thereto.

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 required under the Rule, the County Administrator shall consult with and obtain legal advice from, as appropriate, the Prosecuting Attorney 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,

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shall be entitled to rely upon any such legal advice in determining whether a filing should be made. 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.

(d) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Bonds, to the extent not paid by the Original Purchaser in accordance with the Purchase Agreement, is authorized and approved, and the County Administrator is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 10. Call for Redemption; Escrow Trustee; Escrow Agreement; Escrow Fund. To provide for the payment of the principal of and interest on the Refunded Bonds, 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 Escrow Trustee. The County Administrator shall sign and deliver, in the name and on behalf of the County, the Escrow Agreement between the County and the Escrow Trustee, in substantially the form as is now on file with the Clerk. The Escrow Fund provided for in the Escrow Agreement is hereby created. The Escrow 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 Escrow Agreement or amendments thereto. The County Administrator shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Escrow 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.

Acting pursuant to the Series 2005 Bond Resolution which authorized the Series 2005 Bonds, the Refunded Bonds, as determined by the County Administrator in the Certificate of Award to be refunded and called for redemption, are hereby called for redemption on the earliest practicable date as set forth in the Certificate of Award (the "*Redemption Date*") at the required redemption price of the principal amount thereof, and the County Administrator is hereby authorized and directed to cause those Refunded Bonds to be called for redemption on the Redemption Date and arrange for the notice of redemption to be given in accordance with the applicable provisions of the Series 2005 Bond Resolution. For informational purposes, a certified copy of this Resolution shall be sent by the County Administrator to the current bond registrar for the Refunded Bonds.

In order to provide for the payment of (a) the interest on the Refunded Bonds on each interest payment date following the Closing Date and through the Redemption Date, (b) the principal and mandatory sinking fund payments (if any in each case) of the Refunded Bonds maturing on or prior to the Redemption Date, and (c) the principal of the Refunded Bonds to be called for redemption on the Redemption Date, 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 on the Refunded Bonds on each interest payment date following the Closing Date and through the Redemption Date, (b) the principal and mandatory sinking fund payments (if any in each case) of the Refunded Bonds maturing on or prior to the Redemption Date, and (c) the principal of the Refunded Bonds to be called for redemption on the Redemption Date. 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 of the 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 of the 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 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 of the 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. The County Administrator is hereby authorized to retain and designate in the Certificate of Award an independent public accounting firm of national reputation to prepare and deliver the Verification Report.

At the direction of the County Administrator, 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 Administrator determines that it would be in the best interest and to the financial advantage of the County to purchase Treasury Securities for deposit into the Escrow Fund, the County Administrator or any other officer of the County, on behalf of the County and in their official capacity, may purchase and deliver such obligations, engage the services of a financial advisor, bidding agent or similar entity for the purpose of facilitating the bidding, purchase and delivery of such obligations for, and any

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related structuring of, the Escrow Fund, execute such instruments as are deemed necessary to engage such services for such purpose, and provide further for the payment of the cost of obtaining such services, except to the extent paid by the Original Purchaser 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.

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 accrued interest on the Refunded Bonds.

Section 11. Bond Counsel. The legal services of the law firm of Squire Sanders (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Bonds and rendering at delivery related legal opinions. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this County in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this County, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The County Administrator is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 12. Certification and Delivery of Resolution and Certificate of Award. The Clerk is directed to promptly deliver a certified copy of this Resolution and an executed copy of the Certificate of Award to the County Auditor.

Section 13. Satisfaction of Conditions for Bond Issuance. 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; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to Chapter 133 of the Ohio Revised Code, the requisite vote of the electors at the 2005 Election, this Resolution, the Certificate of Award, the Purchase Agreement, the Registrar Agreement, and other authorizing provisions of law.

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

Section 15. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 13-525

IN THE MATTER OF AUTHORIZING THE TRANSFER OF PROPERTY TO THE BUCKEYE VALLEY LOCAL SCHOOL DISTRICT AND ACCEPTING THE TRANSFER OF PROPERTY FROM THE BUCKEYE VALLEY LOCAL SCHOOL DISTRICT:

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

WHEREAS, the Delaware County Board of Commissioners (the "County") and the Buckeye Valley Local School District ("Buckeye Valley") cooperated in the demolition of the former Delaware County Home via the Neighborhood Stabilization grant program; and

WHEREAS, in the course of the demolition project, the County and Buckeye Valley negotiated mutual transfers of property at the County Home site that would transfer the existing barn to the County in exchange for a transfer of open acreage to Buckeye Valley; and

WHEREAS, the County and Buckeye Valley wish to proceed with the mutual transactions;

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

Section 1. The Board hereby authorizes the President of the Board to execute a Quitclaim Deed to transfer County property to Buckeye Valley, as set forth in the deed and description attached hereto.

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Section 2. The Board hereby authorizes the acceptance of a Quitclaim Deed for the County Home Barn, and accompanying acreage, from Buckeye Valley, as set forth in the deed and description attached hereto.

Section 3. The transfer and acceptance authorized in Sections 1 and 2 hereof shall be contingent upon the proper execution and delivery of all necessary documents at a closing to be arranged at a mutually agreeable time.

Section 4. The transfer and acceptance authorized in Sections 1 and 2 hereof shall further be contingent upon a mutually agreeable extension of the existing ingress and egress easement from County Home Road to the Delaware County property at the County Home site.

Section 5. The County Administrator is hereby directed to coordinate with Buckeye Valley to achieve the purposes set forth in this Resolution.

Section 6. This Resolution shall take immediate effect upon adoption.

Vote on Motion Mr. Stapleton Aye Mr. Merrell Nay Mr. O'Brien Nay

COMMISSIONERS' COMMITTEES REPORTS

- Commissioner Merrell**
 -Attended The DKMM Policy Meeting
 -Attended Central Ohio Senior Hall Of Fame Ceremony For Delaware County Resident Dr. Wyman
 -Attended The Job and Family Foster Parent Banquet

- Commissioner Stapleton**
 -attended a presentation by Economist Dr. Edmond Seifried
 -MORPC Sub Committee; Dublin Interchange
 -Plans To Attended A Few Township Trustees Meetings
 -State Budget Concerns On Caps; CCAO Is Working On Keeping Local Government Funds Solid

- Commissioner O'Brien**
 Attended and Participated in A Threat Risk Needs Committee Meeting

RESOLUTION NO. 13-526

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn into Executive Session at 10:45AM.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-527

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:00AM.

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

There being no further business, the meeting adjourned.

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Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners