

COMMISSIONERS JOURNAL NO. 59 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 22, 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. 13-752

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 18, 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 July 18, 2013; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

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

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

SHELIA HIDDLESON, HEALTH COMMISSIONER,
THE DELAWARE GENERAL HEALTH DISTRICT
UPDATE ON DISTRICT

RESOLUTION NO. 13-753

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0719, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0719:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0719, memo transfers in batch numbers MTAPR0719 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>	
PO' Increase				
Facilities	Indirect Cost Environmental Srv	66211901-5228	\$ 20,000.00	
PR				
Number	Vendor Name	Line Description	Line Account	Amount
911 COMMUNICATIONS- SERVICE AND CHARGES				
R1304841	BIDDLE CONSULTING GROUP	CRITICAL SOFTWARE	21411306-5220	\$5,715.00
ENVIRONMENTAL SERVICES-SERVICE AND CHARGES				
R1304787	OHIO UTILITIES PROTECTION	ESTIMATED OUPS SAFETY CALLS	66211901-5301	\$10,000.00

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

RESOLUTION NO. 13-754

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE OXFORD TOWNSHIP BOARD OF TRUSTEES FOR – OXFORD TOWNSHIP TO UTILIZE THE DELAWARE COUNTY SERVICE CENTER FOR REFUELING PURPOSES:

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

Whereas, the Manager of Facilities recommends approval of the contract between the Delaware County

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Commissioners and the Oxford Township Board of Trustees for Oxford Township to utilize the Delaware County service center for refueling purposes;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract for Oxford Township to utilize the Delaware County service center for refueling purposes:

**AGREEMENT TO ALLOW OXFORD TOWNSHIP TO UTILIZE
THE DELAWARE COUNTY SERVICE CENTER FOR REFUELING PURPOSES**

ARTICLE 1 – PREAMBLE

This Agreement is entered into this 22nd day of July, 2013, by and between the Delaware County Board of Commissioners (“County”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Oxford Township Board of Trustees (the “Township”), whose address is 5676 Steamtown Road, Ashley, Ohio 43003 (hereinafter collectively the “Parties”).

ARTICLE 2 – PURPOSE

The purpose of this Agreement is to provide for the conditions on which the County shall allow the Township to utilize the Delaware County Service Center, located at 1405 US Highway 23 North, Delaware, Ohio 43015 (the “Facility”), for refueling purposes. This purpose is limited to the use of the fuel pumps at the Facility in accordance with this Agreement and shall not extend to use of the Facility for any other purpose.

ARTICLE 3 – TERM

This Agreement shall take effect immediately upon the ratification by both Parties hereto and shall continue in effect until January 31, 2015, whereupon it shall terminate. The Parties may, on or before that date, agree to extend or renew this Agreement, which must be approved in writing by both Parties.

ARTICLE 4 – COMPENSATION

In consideration for use of the Facility, the Township agrees to pay the County for all fuel pumped in accordance with this Agreement. The cost of the fuel shall be based on the price paid by the County to procure the fuel (without any surcharge). The Township shall be provided with one or more fuel management system keys with unique access codes. The County shall submit quarterly invoices to the Township for all fuel pumped in accordance with this Agreement, itemized by access code, and indicating the date of the use and the amount of fuel pumped. The Township shall pay all invoices within thirty (30) days of receipt thereof.

ARTICLE 5 – FACILITY USE

The Township use of the Facility shall be limited to the fuel pumps and shall be subordinate to all use by the County. In the event of a supply shortage or other emergency, use of the Facility may, in the sole discretion of the County, be limited to the County. The Township shall ensure that its use of the Facility is restricted to the Township’s public purposes and shall immediately report any misuse of the Facility by Township personnel.

ARTICLE 6 – PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

The County and the Township agree to be and shall be responsible for their own respective actions, and the actions of their respective officers, employees, agents, representatives, volunteers, servants, etc., arising from this Agreement. Therefore, each Party agrees to be individually and solely responsible for any and all accidents, liability, losses, damage, injury, including death, and/or related expenses that each may incur as a result of their own actions in the performance of this Agreement.

ARTICLE 7 – INSURANCE

The Parties certify that, for the full term of this Agreement, they each shall be covered by self-insurance and/or general liability insurance with a combined minimum limit of One Million Dollars (\$1,000,000.00). The Parties shall be provided proof of such insurance upon a request made in writing. Except in the case of self-insurance, any such general liability insurance coverage shall be issued by companies authorized to issue such policies within the State of Ohio.

ARTICLE 8 – TERMINATION

Either Party may terminate this Agreement for cause upon the occurrence of breach or default by providing written notice of termination to the other Party. Termination for cause shall be effective immediately upon provision of the written notice. Either Party may terminate this Agreement for convenience upon providing ninety (90) days written notice of termination to the other Party.

ARTICLE 9 – DISPUTE RESOLUTION

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The Parties agree to submit any disputes arising under this Agreement to informal direct negotiations. If a resolution cannot be reached by direct negotiations, either Party may take any action authorized by law to resolve the dispute, but the Parties agree to engage in good faith negotiations prior to any formal legal or administrative action.

ARTICLE 10 – MISCELLANEOUS

A. SEVERABILITY

If any item, condition, portion, or section of this Agreement 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 Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

B. ENTIRE AGREEMENT

This Agreement shall constitute the entire understanding and agreement among the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

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

RESOLUTION NO. 13-755

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT PROVIDERS AS LISTED:

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

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care Placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Genesis Bethesda Hospital 2951 Maple Avenue Zanesville, Ohio 43701-1406 \$15,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Applewood Centers, Inc. 10427 Detroit Avenue Cleveland, Ohio 44102 \$15,000	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A copy of each of these contracts is available in the Commissioners' Office until no longer of administrative value).

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

RESOLUTION NO. 13-756

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IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR THE VILLAGE AT BALE KENYON, PHASE 2:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve the following sanitary sewer construction plans for The Village at Bale Kenyon, Phase 2 for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for The Village at Bale Kenyon, Phase 2 for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for The Village at Bale Kenyon, Phase 2 for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 13-757

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS AS SHOWN ON SHEETS 101-102, 102A-102G OF THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION DEL-315-0.86 CONSTRUCTION PLAN:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve the following sanitary sewer construction plan as shown on sheets 101-102, 102A-102G of the State of Ohio Department of Transportation DEL-315-0.86 construction plan for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plan for sewer improvements as shown on sheets 101-102, 102A-102G of the State of Ohio Department of Transportation DEL-315-0.86 construction plan for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for sanitary sewer improvements as shown on sheets 101-102, 102A-102G of the State of Ohio Department of Transportation DEL-315-0.86 construction for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 13-758

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR TRAILS END SECTION 1:

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

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider's agreement;

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's Agreement for Trails End Section 1:

Trails End Section 1

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 22nd day of July 2013, by and between EDWARDS LAND COMPANY, herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the TRAILS END SECTION 1 Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are 45 single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for TRAILS END SECTION 1, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

OPTIONS:

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(1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$504,909.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.

(2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

The SUBDIVIDER hereby elects to use Option 2 for this project.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the SUBDIVIDER, and any of its contractors or sub-contractors, or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of this AGREEMENT by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, the representative's performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (\$17,672). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$40,393 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$600.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings.

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The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

After said acceptance, the capacity charge shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect to the sanitary sewer.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 13-759

IN THE MATTER OF ABOLISHING THE SICK LEAVE DONATION PROGRAM FOR DELAWARE COUNTY:

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

WHEREAS, pursuant to section 124. 391(C) of the Revised Code, at the discretion of the appropriate legislative authority, a county may implement a leave donation program for all county agencies or for one or more designated agencies within the county; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") first established a sick leave donation program for Delaware County in 1996, and the program was most recently amended in May 2007 via Resolution No. 07-669; and

WHEREAS, the Board desires to discontinue the sick leave donation program, except as required by applicable collective bargaining agreements;

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

Section 1. The Board hereby abolishes the Sick Leave Donation Program for Delaware County, except as set forth in Section 2 of this Resolution.

Section 2. The Sick Leave Donation Program for Delaware County shall be continued as set forth in any current collective bargaining agreement.

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Section 3. The Board hereby expresses its intent to deny any requests for supplemental appropriations attributable to any approved leave donations in contravention of this Resolution.

Section 4. The Board hereby directs the Clerk of the Board to distribute a copy of this Resolution to each elected official, department director, and officer of affected county agencies.

Section 5. This Resolution shall be effective immediately upon adoption.

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

RESOLUTION NO. 13-760

IN THE MATTER OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS APPROVING THE TEFRA HEARING AND THE REPORT WITH RESPECT TO THE PROPOSED ISSUANCE BY THE COUNTY OF ITS CAPITAL FACILITIES REFUNDING BONDS, SERIES 2013 IN A MAXIMUM AGGREGATE FACE AMOUNT NOT TO EXCEED \$8,905,000 (THE "BONDS") FOR PURPOSES OF COMPLYING WITH SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986:

**EXTRACT OF
MINUTES OF BOARD OF COUNTY COMMISSIONERS**

A regular meeting of Board of County Commissioners was held on Monday, July 19, 2013 commencing at 9:30a.m. at the Board's office located at 101 North Sandusky Street, Delaware, Ohio.

Board Members Present:

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

The following motion was made by Mr. Merrell:

Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, this Board of County Commissioners, as the "Applicable Elected Representative" within the meaning of said Section 147(f), having received a report on July 17, 2013 relating to a public hearing on the issuance of the County of Delaware, Ohio of its (not to exceed) \$8,905,000 Capital Facilities Refunding Bonds, Series 2013, hereby approves the issuance of such Bonds.

Motion seconded by Mr. Stapleton.

REPORT OF PUBLIC HEARING

To: Board of County Commissioners
County of Delaware, Ohio

The undersigned, Financial Services Director of the County of Delaware, Ohio (the "County"), acting on behalf of the County, conducted a public hearing on July 17, 2013 commencing at 10:00 a.m. Eastern Daylight Time at the administrative offices of the County at 101 North Sandusky Street, Delaware, Ohio with respect to the proposed issuance by the County of its Capital Facilities Refunding Bonds, Series 2013 in a maximum aggregate face amount not to exceed \$8,905,000 (the "Bonds") for purposes of complying with Section 147(f) of the Internal Revenue Code of 1986.

The Bonds are to be issued by the County 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 "Project"). The Project is located at 800 Cheshire Road, Delaware, Ohio.

Notice of the public hearing was published in The Delaware Gazette on June 28, 2013. A copy of the notice of public hearing is attached hereto.

At the request of the undersigned, Christopher J. Franzmann of Squire Sanders (US) LLP summarized the transaction and the provisions of the published notice.

No written comments were submitted to the County in advance of the public hearing.

No comments or questions were presented at the public hearing, and the public hearing was adjourned.

Dated: July 17, 2013
Seiji Kille, Financial Services Director County of Delaware, Ohio

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Roll call vote on adoption of the motion:

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

COMMISSIONERS' COMMITTEES REPORTS
Tim Hansley, County Administrator, Reports and Comments
-no reports today

RESOLUTION NO. 13-761

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

Supplemental Appropriations
10011102-5602 Commissioners General/Community Enhancements 10,000.00

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

RESOLUTION NO. 13-762

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Merrell, seconded by Mr. O'Brien to adjourn into Executive Session at 10:07AM.

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

RESOLUTION NO. 13-763

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 1:03PM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton