

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 6, 2014

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

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

RESOLUTION NO. 14-116

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 3, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 3, 2014; 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

RESOLUTION NO. 14-117

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0205:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0205 as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Santmyer Oil Company	Fuel	100111106-5228	\$30,000.00

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

KARLA HERRON AND JOSH PEDALINE, BOARD OF ELECTIONS  
-RECOGNITIONS OF AWARDS

RESOLUTION NO. 14-118

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY SHERIFF AND SAFRAN MORPHOTRAK, INC. FOR THE LIVESCAN WORKSTATIONS AND SOFTWARE:

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

Whereas, the Sheriff and Sheriff's Office Staff recommends approval of an agreement between The Delaware County Commissioners; The Delaware County Sheriff and Safran Morphotrak, Inc. for the LiveScan Workstations and software;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve an agreement between The Delaware County Commissioners; The Delaware County Sheriff and Safran Morphotrak, Inc. for LiveScan Workstations and software:

Morpho Trak Short Form Sales Agreement

1. Scope. MorphoTrak Short Form Sales Agreement ("MorphoTrak" or "Seller") having a place of business at Alexandria, VA and Delaware County Sheriff's Office ("Customer"), having a place of business at Delaware, OH enter into this Sales Agreement ("Agreement"), pursuant to which MorphoTrak, Inc. will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment

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(e.g. installation) described in Sellers Proposal or Letter Quote dated January 6, 2014. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price and Payment Terms. The Contract Price is US. \$ 27,830.00, excluding applicable sales, use, or similar taxes and freight. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Seller will pre-pay and add all freight charges to the invoices. Title and risk of loss to equipment or parts will pass to Customer upon shipment. Title to software will not pass to Customer at any time. Seller will pack and ship all equipment, parts or software in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("MorphoTrak Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-MorphoTrak Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-MorphoTrak Software

4. Express Limited Warranty and Warranty Disclaimer. MorphoTrak Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Sellers total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party, take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-MorphoTrak Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights,. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous. Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the products. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

**EXHIBIT A**

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In this Exhibit A, the term "Licensor" means MorphoTrak, Inc., ("MorphoTrak"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (MorphoTrak Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

**SECTION 1. DEFINITIONS**

1.1 "Designated Products" means products provided by MorphoTrak to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (Biometrics Products and System Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by MorphoTrak; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**SECTION 2. SCOPE**

MorphoTrak and Licensee enter into this Agreement in connection with MorphoTrak's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license MorphoTrak is providing to Licensee, and Licensee's use of the Software and Documentation.

**SECTION 3. GRANT OF LICENSE**

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, MorphoTrak grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under MorphoTrak's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, MorphoTrak will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

**SECTION 4. LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

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4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of MorphoTrak's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by MorphoTrak in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to MorphoTrak of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to MorphoTrak at the time temporary transfer is discontinued.

#### **SECTION 5. OWNERSHIP AND TITLE**

MorphoTrak, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de- compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by MorphoTrak or another party, or any improvements that result from MorphoTrak's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by MorphoTrak in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in MorphoTrak, and Licensee will not have any shared development or other intellectual property rights.

#### **SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. If Licensee is not in breach of any of its obligations under this Agreement, MorphoTrak warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by MorphoTrak solely with reference to the Documentation. MorphoTrak does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. MorphoTrak makes no representations or warranties with respect to any third party software included in the Software.

6.2 MorphoTrak's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If MorphoTrak cannot correct the defect within a reasonable time, then at MorphoTrak's option, MorphoTrak will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4 The express warranties set forth in this Section 6 are in lieu of, and MorphoTrak disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not MorphoTrak knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, MorphoTrak disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

#### **SECTION 7. TRANSFERS**

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Licensee will not transfer the Software or Documentation to any third party without MorphoTrak's prior written consent. MorphoTrak's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

**SECTION 8. TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by MorphoTrak, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by MorphoTrak.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to MorphoTrak that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to MorphoTrak or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that MorphoTrak made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to MorphoTrak for which monetary damages would be inadequate. If Licensee breaches this Agreement, MorphoTrak may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

**SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under MorphoTrak's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software- Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227- 7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

**SECTION 10. CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain MorphoTrak's valuable proprietary and Confidential Information and are MorphoTrak's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

**SECTION 11. GENERAL**

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of MorphoTrak and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW, This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

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11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of MorphoTrak and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6 SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

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

RESOLUTION NO. 14-119

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

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

Transfer of Appropriations			
From	To		
10011102-5602	10011102-5801		42,500.00
Commissioners General/Community Enhancement	Commissioners General/Transfer Out		

Transfer of Funds			
From	To		
10011102-5801	72291901-4601		42,500.00
Commissioners General/Transfer Out	DATA 5311-Gen. Op./Interfund Revenue		

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

RESOLUTION NO. 14-120

A RESOLUTION AUTHORIZING THE ISSUANCE OF SEWER SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2014, UNDER CHAPTER 133 OF THE OHIO REVISED CODE IN THE MAXIMUM PRINCIPAL AMOUNT OF \$13,700,000 FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE COUNTY'S SANITARY SEWER TREATMENT AND COLLECTION SYSTEM BY (I) IMPROVING AND UPGRADING THE SYSTEM'S WASTEWATER TREATMENT PLANTS, (II) CONSTRUCTING, INSTALLING AND UPGRADING PUMP STATIONS, (III) CONSTRUCTING AND INSTALLING FORCE MAINS, GRAVITY LINES AND TRUNK LINES AND (IV) ACQUIRING REAL ESTATE AND INTERESTS IN REAL ESTATE THEREFOR, AND IN EACH CASE, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES THERETO; AND AUTHORIZING VARIOUS RELATED DOCUMENTS AND INSTRUMENTS, INCLUDING A SECOND SUPPLEMENTAL TRUST AGREEMENT, A BOND PURCHASE AGREEMENT, AN OFFICIAL STATEMENT AND A CONTINUING DISCLOSURE AGREEMENT.

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

WHEREAS, pursuant to the provisions of Chapter 6117 of the Ohio Revised Code, the County now owns and operates, as a public utility, a sanitary sewer collection and treatment system (the "Utility") the services of which are supplied to users within the County; and

WHEREAS, this Board has previously determined that improvements to the Utility are necessary for it to be adequate to meet the needs of the County, its inhabitants and other users, and this Board caused to be prepared by consulting engineers suitable reports, plans, specifications and estimates of cost sufficient to determine the nature, character and cost of improving the Utility; and

WHEREAS, based upon those reports, this Board previously determined it to be necessary and took certain steps to improve the Utility; and

WHEREAS, this Board previously determined, pursuant to Resolution No. 07-269 adopted on March 5, 2007 (the "General Bond Resolution") that it is necessary and in the best interest of the County to issue revenue bonds from time to time to provide moneys (i) for the purpose of paying the costs of improving the Utility and for the purpose of paying the costs of refunding debt issued to pay the costs of improving the Utility, (ii) to refund any or all of the revenue bonds, (iii) to fund a bond reserve fund, and (iv) to pay the costs of issuance of the revenue bonds; and

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WHEREAS, this Board finds and determines that it is necessary and in the best interest of the County to issue Sanitary Sewer System Improvement Revenue Bonds, Series 2014 to provide moneys to (i) pay the costs of improving the Utility, (ii) fund the Bond Reserve Requirement for the Series 2014 Bonds to the extent not funded from other available monies and (iii) pay costs of issuance of the Series 2014 Bonds; and

WHEREAS, the County Auditor, as fiscal officer of this County, has certified to this Board that the estimated life or period of usefulness of the Series 2014 Project described in Section 2 is at least five years and that the maximum maturity of the Series 2014 Bonds is at least thirty (30) years;

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 the General Bond Resolution and in this Resolution, unless the context or use clearly indicates another or different meaning or intent:

“*Act*” means Chapter 133 of the Ohio Revised Code.

“*Authorized Denominations*” means, with respect to the Series 2014 Bonds, the denomination of \$5,000 or any integral multiple in excess thereof.

“*Bond Register*” means the books kept and maintained by the bond registrar pursuant to the Trust Agreement for the registration, exchange and transfer of the Series 2014 Bonds.

“*Bond Reserve Fund*” means the fund by that name established by the General Bond Resolution and applied as provided in the Trust Agreement.

“*Bond Reserve Requirement*” means the balance required by the Trust Agreement to be maintained in the Bond Reserve Fund for the Bonds.

“*Bond Service Fund*” means the fund by that name established by the General Bond Resolution and applied as provided in the Trust Agreement.

“*Book entry form*” or “*book entry system*” means a form or system under which (a) the ownership of beneficial interests in the Series 2014 Bonds and the principal of and interest on the Series 2014 Bonds may be transferred only through a book entry, and (b) physical Series 2014 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 “immobilized” in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the County is the record that identifies the owners of beneficial interests in the Series 2014 Bonds and that principal and interest.

“*Certificate of Award*” means the certificate authorized by Section 6(a), to be executed by the County Administrator, setting forth and determining those terms or other matters pertaining to the Series 2014 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 of the County.

“*Closing Date*” means the date of physical delivery of, and payment of the purchase price for, the Series 2014 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.

“*Construction Fund*” means the fund by that name established by the General Bond Resolution and applied as provided in the Trust Agreement.

“*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 Series 2014 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.

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“*Credit Support Instrument*” shall have the meaning as set forth in the Master Trust Agreement.

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

“*General Bond Resolution*” means Resolution No. 07-269 adopted by the Board on March 5, 2007.

“*Interest Payment Dates*” means June 1 and December 1 of each year that the Series 2014 Bonds are outstanding, commencing on the date specified in the Certificate of Award.

“*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 Fifth Third Securities, Inc., in Columbus, Ohio.

“*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 2014 through 2038; *provided* that the first Principal Payment Date may be deferred up to one year and the last Principal Payment Date may be advanced or deferred by such number of years as determined necessary by the County Administrator, 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.

“*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.

“*Second Supplemental Trust Agreement*” means the Second Supplemental Trust Agreement by and between the County and the Trustee, as it may be modified from the form on file with the Clerk and executed in accordance with Section 4.

“*Securities Depository*” or “*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 the Series 2014 Bonds or the principal of and interest on Series 2014 Bonds, and to effect transfers of Series 2014 Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“*Serial Bonds*” means those Series 2014 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.

“*Series 2014 Bond Proceedings*” means, collectively, the General Bond Resolution, this Resolution, the Trust Agreement (including the Second Supplemental Trust Agreement), the Certificate of Award, the Continuing Disclosure Agreement and such other proceedings of the County, including the Series 2014 Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Series 2014 Bonds.

“*Series 2014 Bonds*” means the Sanitary Sewer System Improvement Revenue Bonds, Series 2014 as authorized in Section 2.

“*Term Bonds*” means those Series 2014 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.

“*Trust Agreement*” means the Master Trust Agreement by and between the County and the Trustee, as a supplemented from time to time, including by the Second Supplemental Trust Agreement.

“*Trustee*” means U.S. Bank National Association, as trustee under the Trust Agreement, and any successor trustee pursuant to the Trust Agreement.

“*Utility*” means the sanitary sewer collection and treatment system which is owned and operated by the County.

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

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. It is necessary and determined to be in the County's best interest to issue bonds of this County in the maximum principal amount of \$13,700,000 (the "*Series 2014 Bonds*") for the purpose of paying the costs of improving the County's sanitary sewer treatment and collection system by (i) improving and upgrading the system's wastewater treatment plants, (ii) constructing, installing and upgrading pump stations, (iii) constructing and installing force mains, gravity lines and trunk lines and (iv) acquiring real estate and interests in real estate therefor, and in each case, together with all necessary and related appurtenances thereto (the "*Series 2014 Project*"). The Series 2014 Bonds shall be issued pursuant to the Act, the General Bond Resolution, this Resolution, the Trust Agreement and the Certificate of Award.

The aggregate principal amount of Series 2014 Bonds to be issued shall not exceed \$13,700,000 and shall be an amount determined by the County Administrator in the Certificate of Award to be the aggregate principal amount of Series 2014 Bonds that is required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of the Series 2014 Project, the amount required to fund the Bond Reserve Requirement, estimates of the Financing Costs and the interest rates on the Series 2014 Bonds.

The Certificate of Award and the Purchase Agreement (if any) may authorize the Original Purchaser to withhold certain proceeds from the purchase price of the Series 2014 Bonds to provide for the payment of Financing Costs related to the Series 2014 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 paid into the Bond Service Fund. Any portion of the proceeds received by the County representing accrued interest shall be paid into the Bond Service Fund.

The proceeds of sale of the Series 2014 Bonds received by the County shall be allocated and deposited as follows and in the following order:

- (a) To the Bond Service Fund, (i) such portion (if any) of the proceeds of the Series 2014 Bonds representing premium and (ii) any accrued interest paid by the Original Purchaser;
- (b) To the provider of a Credit Support Instrument for the Series 2014 Bonds (if any), the amount necessary to pay the premium for such Credit Support Instrument;
- (c) To the Bond Reserve Fund, any amount necessary to fully fund the Bond Reserve Requirement which is not otherwise funded from other available County monies; and
- (d) The balance, to the Construction Fund to be applied to pay costs of the Series 2014 Project and Financing Costs of the Series 2014 Bonds.

The proceeds from the sale of the Series 2014 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 purposes for which those Series 2014 Bonds are issued as provided in this Resolution and the Trust Agreement.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Series 2014 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 Series 2014 Bonds shall be dated as of the date determined by the County Administrator in the Certificate of Award; *provided* that the dated date shall not be more than sixty (60) days prior to the Closing Date.

(a) Interest Rates and Payment Dates. The Series 2014 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 by the County Administrator, subject to subsection (c) of this Section, in the Certificate of Award. Interest on the Series 2014 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 Series 2014 Bonds shall bear interest from the most recent date to which interest has been paid or provided for, or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Series 2014 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 subsection (c) of this Section, in the Certificate of Award; *provided* that such determination shall be in the best interest of and financially advantageous to the County.

Consistent with the foregoing, the County Administrator shall specify in the Certificate of Award (i) the aggregate principal amount of Series 2014 Bonds to be issued as Serial Bonds, the Principal Payment Date or Dates on which those Series 2014 Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date and (ii) the aggregate principal amount of Series 2014 Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Series 2014 Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the

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Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a “*Mandatory Redemption Date*”) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates. The net interest cost for the Series 2014 Bonds determined by taking into account the respective principal amounts of the Series 2014 Bonds and terms to maturity or Mandatory Sinking Fund Redemption Requirements of those principal amounts of Series 2014 Bonds shall not exceed 6.00%

(d) Payment of Debt Charges. The debt charges on the Series 2014 Bonds shall be payable in accordance with the provisions of the Trust Agreement.

(e) Redemption Provisions. The Series 2014 Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Series 2014 Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award and the Trust Agreement (such Dates and amounts being referred to as the “*Mandatory Sinking Fund Redemption Requirements*”).

(ii) Optional Redemption. The Series 2014 Bonds (if any) of the interest rates and maturities specified in the Certificate of Award shall be subject to optional redemption in accordance with the provisions of the Trust Agreement, in whole or in part in integral multiples of \$5,000 on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the County Administrator in the Certificate of Award; *provided* that the earliest optional redemption date shall not be later than December 1, 2024, and the redemption price for any optional redemption date shall not be greater than 103%.

Section 4. Execution and Authentication of Series 2014 Bonds. The Series 2014 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 Series 2014 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 Series 2014 Bond from any other Series 2014 Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the Act, the General Bond Resolution, this Resolution, the Trust Agreement and the Certificate of Award.

In the name and on behalf of the County, the Second Supplemental Trust Agreement shall be signed by at least two members of the Board of County Commissioners and the County Auditor in substantially the form now on file with the Clerk. The Second Supplemental Trust 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 those officers on behalf of the County, all of which shall be conclusively evidenced by the signing of the Second Supplemental Trust Agreement or any amendments thereto. The County Auditor shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Trust Agreement, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Purchase Agreement and the Certificate of Award, from the proceeds of the Series 2014 Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Series 2014 Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Series 2014 Bond Proceedings unless and until the certificate of authentication printed on the Series 2014 Bond is signed by the Trustee as authenticating agent. Authentication by the Trustee shall be conclusive evidence that the Series 2014 Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Series 2014 Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Trustee or by any other person acting as an agent of the Trustee 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 Series 2014 Bonds.

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

(a) Bond Register. So long as any of the Series 2014 Bonds remain outstanding, the County will cause the Trustee to maintain and keep the Bond Register in accordance with the provisions of the Trust Agreement.

(b) Transfer and Exchange. The Series 2014 Bonds shall be exchanged and transferred in accordance with the provisions of the Trust Agreement.

(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

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to the County, the Series 2014 Bonds may be issued in book entry form in accordance with the following provisions of this Section.

The Series 2014 Bonds may be issued to a Securities Depository for use in a book entry system and, if and so long as a book entry system is utilized, (i) the Series 2014 Bonds may be issued in the form of a single, fully registered Series 2014 Bond representing each maturity and if applicable, each interest rate within a maturity, and registered in the name of the Securities Depository or its nominee, as registered owner, and immobilized in the custody of the Securities Depository or its designated agent for that purpose, which may be the Trustee; (ii) the book entry interest owners of Series 2014 Bonds in book entry form shall not have any right to receive Series 2014 Bonds in the form of physical securities or certificates; (iii) ownership of book entry interests in Series 2014 Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Securities Depository and its Participants, and transfers of the ownership of book entry interests shall be made only by book entry by the Securities Depository and its Participants; and (iv) the Series 2014 Bonds as such shall not be transferable or exchangeable, except for transfer to another Securities Depository or to another nominee of a Securities Depository, without further action by the County.

If any Securities Depository determines not to continue to act as a Securities Depository for the Series 2014 Bonds for use in a book entry system, the County Administrator and the Trustee may attempt to establish a securities depository/book entry relationship with another qualified Securities Depository. If the County Administrator and the Trustee do not or are unable to do so, the County Administrator and the Trustee, after making provision for notification of the book entry interest owners by the then Securities Depository and any other arrangements deemed necessary, shall permit withdrawal of the Series 2014 Bonds from the Securities Depository, and shall cause Series 2014 Bond certificates in registered form and Authorized Denominations to be authenticated by the Trustee and delivered to the assigns of the Securities 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 and the Trustee are 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 Series 2014 Bonds.

**Section 6.           Sale of the Series 2014 Bonds.**

(a)       To the Original Purchaser. The Series 2014 Bonds shall be awarded and sold at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the County Administrator in the Certificate of Award, plus accrued interest (if any) on the Series 2014 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 shall sign and deliver the Certificate of Award. The County Administrator shall also 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 Series 2014 Bonds. The Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by the County Administrator on behalf of the County, all of which shall be conclusively evidenced by the signing of the Purchase Agreement or amendments thereto.

The County Administrator shall cause the Series 2014 Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Series 2014 Bonds, to the Original Purchaser upon payment of the purchase price.

**Section 7.           Covenants of the County.** The County, by issuance of the Series 2014 Bonds, covenants and agrees with their holders to perform its applicable covenants and agreements set forth in this Resolution, the General Bond Resolution and the Trust Agreement. The County particularly covenants that it will:

(a)       Operate the Utility as a public utility under the Act, including all extensions thereof and improvements thereto.

(b)       Subject to applicable requirements and restrictions imposed by law, at all times prescribe and charge such rates, charges and rentals for the services and facilities of the Utility, and so restrict Operating Expenses (as defined in the Trust Agreement), as shall be necessary in order to meet the earnings coverage and other requirements of the Trust Agreement.

(c)       Segregate, for accounting purposes, the Revenues and the Funds in its custody (each as defined in the Trust Agreement) from all other revenues and funds of the County.

(d)       At any and all times, cause to be done all such further acts and things and cause to be signed and delivered all such further instruments as may be necessary to carry out the purpose of the Series 2014 Bonds and any Bond Legislation (as defined in the Trust Agreement) or as may be required by the Act, and comply with all requirements of law applicable to the Utility and its operation.

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(e) Observe and perform faithfully at all times all covenants, agreements, authority, actions, undertakings, stipulations and provisions to be observed or performed on its part under the Trust Agreement, the Continuing Disclosure Agreement, the Purchase Agreement, this Resolution, the General Bond Resolution, the Series 2014 Bonds and any other Bond Proceedings (as defined in the Trust Agreement) for the Series 2014 Bonds, and under all Board proceedings pertaining thereto.

Each of those obligations is binding upon the County, and upon each County officer or employee as from time to time may have the authority under law to take any action on behalf of the County that may be necessary to perform all or any part of that obligation, as a duty of the County and of each of those officers and employees resulting from an office, trust or station within the meaning of Section 2731.01 of the Ohio Revised Code, providing for enforcement by writ of mandamus.

Section 8. Federal Tax Considerations. The County covenants that it will use, and will restrict the use and investment of, the proceeds of the Series 2014 Bonds in such manner and to such extent as may be necessary so that (a) the Series 2014 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 Series 2014 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 Series 2014 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 Series 2014 Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The County Administrator, the County Auditor or any other officer of the County having responsibility for issuance of the Series 2014 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 Series 2014 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 Series 2014 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 Series 2014 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 Series 2014 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 Series 2014 Bonds, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Series 2014 Bonds, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Series 2014 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 Series 2014 Bonds. The County Administrator, the County Auditor or any other officer of the County having responsibility for issuance of the Series 2014 Bonds is specifically authorized to designate the Series 2014 Bonds as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

**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 Series 2014 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 Series 2014 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 Series 2014 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 Series 2014 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

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obtaining each such rating or policy, except to the extent otherwise paid in accordance with the Purchase Agreement, from the proceeds of the Series 2014 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 Series 2014 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, 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 Series 2014 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 Series 2014 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. Further Authorizations and Implementation of Authorizations. 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 do all things necessary and appropriate to complete and perform the delivery of the Series 2014 Bonds to the Original Purchaser and, in accordance with the terms and provisions of the Trust Agreement, the General Bond Resolution, this Resolution, the Purchase Agreement and the Certificate of Award, to make the necessary arrangements on behalf of the County to establish the date, location, procedure and conditions for the delivery of the Series 2014 Bonds to the Original Purchaser to the extent not provided for therein, and those officials, or any of them are further directed to take all steps necessary to effect due authentication, delivery and security of the Series 2014 Bonds under the terms of the Trust Agreement, the General Bond Resolution, this Resolution, the Purchase Agreement and the Certificate of Award, including, without limitation, the execution and delivery of such transcript certificates, financial statements and other documents and instruments as are, in the opinion of bond counsel, necessary or appropriate to consummate the transactions provided for in the Trust Agreement, the General Bond Resolution, this Resolution, the Purchase Agreement and the Certificate of Award.

Section 11. Bond Counsel and Other Related Services. The law firm of Squire Sanders (US) LLP is hereby appointed to provide bond counsel services in connection with the issuance of the Series 2014 Bonds. The County Administrator is authorized to enter into necessary contracts without competitive bidding to provide services with respect to the Series 2014 Bonds by the rating services, the Trustee, by providers of Credit Support Instruments, for the printing of the preliminary and final official statements and for the printing of the Series 2014 Bonds, and by other necessary service providers, all as deemed necessary by the County Administrator to be consistent with the foregoing authorization and in the best interests of the County. The costs of those services (to the extent not paid with proceeds withheld by the Original Purchaser from the purchase price of the Series 2014 Bonds) shall be paid from money deposited in the Construction Fund which is appropriated for that purpose. The actions of the County Administrator or any other officers of the County in doing any and all acts necessary in connection with the issuance and sale of the Series 2014 Bonds are hereby ratified and confirmed.

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 a copy of the Certificate of Award to the County Auditor.

Section 13. Other Determinations. This Board determines that all acts and conditions necessary to be done or performed by the County or to have been met precedent to and in the issuing of the Series 2014 Bonds in order to make them legal, valid and binding special obligations of the County have been performed and have been met, or will at the time of delivery of the Series 2014 Bonds have been performed and have been met, in regular and due form as required by law; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Series 2014 Bonds; and that the Series 2014 Bonds are being authorized and issued pursuant to the Act, the General Bond Resolution, this Resolution, the Trust Agreement and

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the Certificate of Award 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 concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 15. Severability. Each section of this Resolution and each subdivision of any section thereof is hereby declared to be independent, and the finding or holding of any section or subdivision of any section thereof to be invalid or void shall not be deemed nor held to affect the validity of any other section or subdivision of this Resolution.

Section 16. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

Upon roll call on the adoption of the Resolution, the vote was as follows:

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

RESOLUTION NO. 14-121

IN THE MATTER OF DECLARING A PUBLIC PURPOSE AND AUTHORIZING THE USE OF DELAWARE COUNTY FUNDS FOR THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS, AND OTHER AMENITIES:

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

WHEREAS, in accordance with Ohio Attorney General Opinion No. 82-006 and Ohio Auditor of State Bulletin 2003-005, the Delaware County Board of Commissioners (the “Board”) may expend public funds to purchase coffee, meals, refreshments, and other amenities for its officers or employees or other persons if it determines that such expenditures are a “public purpose” and are necessary to perform a statutory function or power, provided the determination is not manifestly arbitrary or unreasonable; and

WHEREAS, the Board’s determination must be memorialized by a duly enacted resolution and may have prospective effect only; and

WHEREAS, from time to time, it becomes necessary for the Board or county agencies to hold meetings during lunch, requiring meals to be provided for the participants; and

WHEREAS, the Board and county agencies routinely host community events or seminars that are attended by members of the public, visiting officials from other jurisdictions or organizations, and program participants; and

WHEREAS, the Delaware County Sewer District occasionally requires personnel to report to work during emergencies without the ability to leave the premises for meals; and

WHEREAS, the meetings and events described herein provide for timely and efficient completion of the public business, promote plans and programs, and foster cooperation with public and private partners both within Delaware County and throughout the State of Ohio; and

WHEREAS, the County Administrator and Fiscal Services Director recommend authorization to use Delaware County funds to pay for the coffee, meals, refreshments, and other amenities for these meetings and events;

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

Section 1. The Board hereby declares that the provision of coffee, meals, refreshments, and other amenities for the following purposes and amounts constitute a public purpose:

10011101-5294	Commissioners Admin	500.00	Refreshments for meetings
10011108-5294	Human Resources	1,000.00	Refreshments & Coffee for trainings and orientation
10011139-5294	Public Info/Community Relations	4,000.00	Refreshments for events hosted by County Commissioners
10011303-5294	Emergency Medical Services	300.00	Refreshments for meetings
22311611-5381	Workforce Investment Act	400.00	Refreshments for meetings

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22511607-5294	Children Services	200.00	Refreshments for events
22511613-5294	Children Service Local Funds	1,050.00	Refreshments for events
22511613-5381	Children Service Local Funds	600.00	Refreshments for events
23711630-5294	Child Support Enforcement Agency	500.00	Refreshments for events
60211924-5294	Employee Wellness Program	1,000.00	Refreshments for events
66211901-5294	Sewer Revenue Fund	1,000.00	Food during emergencies
	TOTAL	\$10,550.00	

Section 2. The Board hereby authorizes the purchase of coffee, meals, refreshments, and other amenities in accordance with Section 1 of this Resolution for the current fiscal year, subject to the ordinary approval of a purchase order, submission of complete and accurate receipts, invoices, and any other supporting documentation required by the County Auditor, and approval of the voucher by the Board.

Section 3. This Resolution shall take effect immediately upon adoption.

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

RESOLUTION NO. 14-122

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of the Child Support Enforcement Agency is requesting that Matt Smith and Wendy Shannon attend a Hearing Officers Training in Knox County on February 13, 2014 at no cost.

Environmental Services is requesting that Chris Bean, Ross Bigelow and Ken Bruen attend the Ohio Building Officials Association Annual Conference and Training in Dublin, Ohio from February 23-25, 2014 at a total cost of \$885.00 from org key 10011301.

Environmental Services is requesting that Si Kille and Tiffany Jenkins attend the 2014 Revenue Bond Rating Presentation in Chicago, Illinois on February 13-14, 2014 at no cost. *(Cost bundled into the bond financing).*

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

BOARD AND STAFF DISCUSSION ON MEMORANDUM OF UNDERSTANDING RELATING TO A PROPOSED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DELAWARE, OHIO AND THE COUNTY OF DELAWARE, OHIO RELATING TO THE EXTENSION OF SAWMILL PARKWAY

ADMINISTRATOR REPORTS

-No Reports

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

-No reports

Commissioner Stapleton

-No reports

Commissioner Merrell

-Very disappointed in how the process of DKMM grants were handled

RESOLUTION NO. 14-123

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn into Executive Session at 11:41AM.

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

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 6, 2014

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RESOLUTION NO. 14-124

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to adjourn out of Executive Session at 12:25PM.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Ken O’Brien

\_\_\_\_\_  
Dennis Stapleton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners