

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 28, 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. 14-952

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 25, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 25, 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

RESOLUTION NO. 14-953

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM WORK SESSION HELD AUGUST 25, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in a work session on August 25, 2014; 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 work session 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 work session.

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

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT
Tommy Hatfield, Mayor of Sunbury

RESOLUTION NO. 14-954

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0827 AND MEMO TRANSFERS IN BATCH NUMBERS:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0827, memo transfers in batch numbers MTAPR0827 and Purchase Orders as listed below:

| <u>Vendor</u> | <u>Description</u> | <u>Account</u> | <u>Amount</u> |
|-------------------------|--------------------|----------------|---------------|
| PO' Increase | | | |
| American Electric Power | Utility | 10011105-5338 | \$ 80,000.00 |
| Status Control | Equipment Repairs | 66211904-5328 | \$ 7,650.00 |

| PR | | | | |
|-----------------------------|--------------------|-------------------------|---------------------|---------------|
| Number | Vendor Name | Line Description | Line Account | Amount |
| ECONOMIC DEVELOPMENT | | | | |
| R1404756 | OHIO REGIONAL | MOVING OHIO FORWARD | 22911716-5301 | \$10,778.37 |

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| | | | | |
|----------|----------------------------------|--------------------------------|---------------|-------------|
| | DEVELOPMENT CORP | ADMIN | | |
| | CAPITAL ACQUISITION AND PROJECTS | | | |
| R1404972 | MALENKY EXCAVATION LLC | RANGE IMPROVEMENTS | 41711436-5410 | \$12,500.00 |
| | DITCH MAINTENANCE | | | |
| R1404979 | DITCH MAINTENANCE | DRAINAGE MAINTENANCE ROOF #397 | 40311436-5328 | \$11,000.00 |
| | INSURANCE AND RISK | | | |
| R1404992 | COUNTY RISK SHARING AUTHORITY | CORSA DEDUCTIBLE - CRUSE CLAIM | 60111901-5370 | \$9,537.99 |

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

RESOLUTION NO. 14-955

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Common Pleas Court is requesting that Mark Taglione and Lorrie Sanderson attend an Ohio Association of Pretrial Service Agencies seminar in Columbus, OH from October 2-3, 2014 at the cost of \$180.00 (fund number 25622303).

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

RESOLUTION NO. 14-956

IN THE MATTER OF DONATING PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE TO THE TRI-RIVERS CAREER CENTER, PUBLIC SAFETY SERVICES TRAINING PROGRAM, MARION COUNTY, OHIO:

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

WHEREAS, Delaware County currently owns certain personal property, specifically a 1991 Ford F-SUPERDUTY Squad VIN 2FDLF47M0MCA92345 (the “Property”), that is no longer needed for use by Delaware County; and

WHEREAS, pursuant to section 307.12(D) of the Revised Code, the Board of County Commissioners (the “Board”) may sell or donate county personal property to any political subdivision of the state without advertisement or public notification, regardless of the property’s value; and

WHEREAS, the Tri-Rivers Career Center, Public Safety Services Training Program has expressed a need for and can utilize the Property;

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

Section 1. The Board hereby approves the donation of the Property to the Tri-Rivers Career Center, Marion County, Ohio.

Section 2. Pursuant to section 307.12(D) of the Revised Code, the Board makes no determination of the value of the Property, and the Property shall be donated upon the condition that the Property is accepted “as is.”

Section 3. The President of the Board is hereby authorized to execute any documents necessary to complete the donation of the Property approved herein.

Section 4. The Clerk of the Board shall provide a certified copy of this Resolution to the Clerk-Treasurer for the Tri-Rivers Career Center, Marion County, Ohio.

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

SHERIFF MARTIN,
DISCUSSION, PROPERTY STORAGE FACILITY FOR THE DELAWARE COUNTY JAIL

RESOLUTION NO. 14-957

IN THE MATTER OF APPROVING A CONTRACT RENEWAL BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND CODERED® IPAWS (INTEGRATED PUBLIC ALERT WARNING SYSTEM) FOR THE SUBMISSION APP AGREEMENT:

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

Whereas, the 911 Emergency Communications Director and the Systems Manager recommend approval of the

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contract renewal with CodeRED®IPAWS for the Submission App Agreement;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract renewal with CodeRED® IPAWS for the Submission App Agreement.

**Renewal Agreement Endorsement for the Delaware County Board of Commissioners, OH
Emergency Communications Network**

Dear Mr. Brandt: The current CodeRED® IPAWS Submission App Agreement for the Delaware County Board of Commissioners, OH will expire at 12:01am on September 14, 2014. The Agreement contains a clause that enables us to renew it at the same price, with the same terms and conditions, providing both parties agree to the renewal. We would like to renew this Agreement for the period of September 14, 2014 through September 13, 2015, for a total cost of two thousand five hundred dollars (\$2,500). Sincerely, Jodi Baker
Contract Manager/Accountant.

IPAWS Submission App Agreement

This is an IPAWS Submission App Agreement (the "Agreement") made and entered into as of September 14, 2012 (the "Effective Date") by and between Delaware County Board of Commissioners (hereinafter "Licensee") a body politic of the State of Ohio located at 10 Court Street, Delaware, OH 43015 and Emergency Communications Network, LLC (hereinafter "Licensor").

Whereas, Licensee entered into that certain CodeRED®Services Agreement, made effective as of March 10th, 2008 (the "CodeRED Agreement") and CodeRED® Weather Warning Service TM Agreement, made and effective as of May 22, 2008 (the "CRWW Agreement"), with Emergency Communications Network, Inc., a Florida Corporation ("ECN, Inc.");

Whereas, ECN, Inc. has assigned the CodeRED Agreement and CRWW Agreement to Licensor, and Licensor has agreed to assume the CodeRED Agreement and CRWW Agreement and all obligations thereunder;

Whereas, Licensee and Licensor desire to enter into this Agreement for the provision of IPAWS services to Licensee as set forth herein;

In consideration of the promises set forth herein, Licensee and Licensor agree as follows:

1. No Change. The introductory paragraphs set forth herein are deemed reinstated in their entirety, and acknowledged and agreed by Licensee and Licensor to be true. Except as set forth in the introductory paragraphs, nothing herein shall be deemed to modify or otherwise change any terms of the CodeRED Agreement or CRWW Agreement.
2. Integrated Public Alert Warning System ("IPAWS"): IPAWS is a public alert and warning system developed and maintained by the Federal Emergency Management Agency (FEMA"), and is designed to provide integrated services and capabilities to local, state and federal authorities for the purpose of enabling them to alert and warn their respective communities via multiple communication methods. Licensor's CodeRED Service has the ability to permit authorized IPAWS users to deliver messages to IPAWS through the CodeRED® Service using an IPAWS add-on (the "IPAWS Submission App").
3. License: The IPAWS Submission App is available only as an add-on service module for Licensees of the CodeRED Service (the "Service"). The license granted hereunder for the IPAWS Submission App will not be provided under the terms of this Agreement unless a current and active Service agreement is in effect. Licensee understands and agrees that, in the event Licensee terminates the CodeRED Agreement: a) It will immediately enter into a new Service agreement, and that the failure to do so shall result in the termination of this Agreement with all fees paid hereunder forfeited; and b) the price set forth herein is based upon add-on pricing to the CodeRED Agreement, and that pricing for this Agreement shall increase to Licensor's then-current pricing upon termination of the CodeRED Agreement. The license granted hereunder shall be non-exclusive, non-transferable, and may not be assigned, licensed, sublicensed, rent, sold or transferred by Licensee.
4. IPAWS TERMS OF USE:
Authorization: Licensee represents and warrants to Licensor that Licensee, and any employees, agents, or representatives of Licensee that accesses IPAWS using Licensee's access codes to the IPAWS Submission App (each a "User"), are authorized by FEMA to use IPAWS and have completed IPAWS training as required by FEMA. Licensee shall contact Licensor Immediately upon any change in Licensee's, or any User's, right to access IPAWS, including but not limited to any change in any User's employment status which may otherwise result in such User no longer being authorized to have access to IPAWS.

Licensee shall notify Licensor to designate which access codes for the Service shall have the ability to view the IPAWS Submission App. Licensee understands and agrees that the IPAWS Submission App may only be accessed by users with access codes for the Service and that, in the event Licensee requires additional CodeRED access codes for access to the PAWS Submission App, Licensee may purchase such additional codes as set forth in the CodeRED Agreement. Licensee further understands and agrees that access to the

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IPAWS Submission App shall require a separate password from that used for the Service, that such password shall be established solely by the User who signs up for access to the IPAWS Submission App, and that Licensor shall not have access to such password. Licensee shall assume full responsibility for maintaining the confidentiality of all passwords used to access the PAWS Submission App. Licensee shall indemnify Licensor from any and all claims, damages, expenses (including attorneys' fees and costs), which arise from any unauthorized use or access to IPAWS hereunder, whether by Licensee or through the use of Licensee's PAWS Submission App access codes.

Digital Signature: Licensee represents and warrants that it has been granted a digital signature to access IPAWS (the "Signature") from FEMA. In order to use the IPAWS Submission App, Licensee agrees to provide Licensor with a copy of the Signature as well as Licensee's Application for IPAWS Public Alerting Authority, Licensee's keystore and passwords for the Signature, along with any other information reasonably requested by Licensor to demonstrate Licensee's right access to IPAWS through the IPAWS Submission App. Licensee agrees that the signature shall be submitted, free from any information disclosing its associated passwords, to licensor in hard copy and/or electronic format on CD or USB drive by mailing such information to licensor, via certified mail or other national recognized overnight delivery carrier, delivery confirmation requested, at Emergency communications network att: Gary Van OpDorp, 9 Sunshine BLVD. Ormond Beach, FL 32174. All remaining items, including without limitation Licensee's application for IPAWS public alerting authority, and Licensee's keystore and password for the signature may be emailed to a designee licensor. Licensee specifically authorizes Licensor to use such information, including but not limited to the signature for the purpose of connecting Licensee to the IPAWS submission App. Licensee agrees that it shall permit the Signature to remain on Licensor's servers for the purpose of allowing Licensee and Licensor to access IPAWS through the IPAWS Submission App, and that Licensor may use Licensee's Signature for the purpose of testing the Service and the IPAWS Submission App. Licensor and Licensee acknowledge and agree that, upon termination of this Agreement, the Signature shall be removed from the IPAWS Submission App. Licensee further acknowledges and agrees that it shall not at any time, submit the Signature or any confidential information belonging to it regarding its IPAWS authorization to Licensee via email or other electronic means, except as specifically set forth in this Agreement. Licensee further agrees that Licensor shall, in no way, be liable for any transmission, copying, or security issues which arise from Licensee's transmission of confidential IPAWS Information through non-secure means, including without limitation email.

Functionality: Licensee acknowledges and agrees that: (a) the IPAWS Submission App permits Licensee to submit messages to IPAWS, however, upon submission of any messages to IPAWS, Licensor shall have no further responsibility regarding the dissemination of the message; (b) that the dissemination of messages through IPAWS, after delivery by the PAWS Submission App, including but not limited to delivery through the Emergency Alert System (EAS) or the Commercial Mobile Alert System (CMAS), Is not guaranteed nor controlled by Licensor, and Is the sole responsibility of FEMA and its associated agencies, and that in no event shall Licensor be responsible or liable for the failure of messages to be disseminated through IPAWS; (c) IPAWS may Include additional features which are not supported through the IPAWS Submission App, including without limitation the receipt of messages, and Licensor shall not be required to provide such additional features to Licensee; and (d) Licensee shall be solely responsible for the content of all messages delivered to IPAWS through the PAWS Submission App and for any and all claims, whether raised by FEMA or a third party, regarding messages sent by Licensee, or using Licensee's access codes, through the PAWS Submission App.

Integration into Service: Licensor and Licensee each acknowledge and agree that all provisions of the CodeRED Agreement, notwithstanding any termination therefor, including but not limited to paragraphs 2, 3, 10-15, 18, 19 and 21-26, shall apply to this Agreement and Licensee's use of the IPAWS Submission App.

Security: Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions sent using the PAWS Submission App. Licensee understands and acknowledges that Licensor is providing the IPAWS Submission App on the World Wide Web through an "upstream third party Internet Service Provider, utilizing public utility services which may not be secure, Licensee agrees that Licensor shall not be liable to Licensee for any compromise to, or interceptions of, messages sent through the IPAWS Submission App.

5. **COST FOR IPAWS:** Licensee shall pay to Licensor two thousand five hundred dollars (\$2,500) for the initial Term (as hereinafter defined). Thereafter, on the annual anniversary of the Effective Date, Licensee shall pay two thousand five hundred dollars (\$2,500) per Renewal Term (as hereinafter defined), unless this Agreement is otherwise terminated or expires. Payment is due upon receipt of Invoice (ROI), and all payment terms shall be identical to the terms contained in the CodeRED Agreement. Licensee will be notified of any price change for the IPAWS Submission App a minimum of 90 days in advance of annual renewal date.

6. **TERM:** The term of this Agreement shall commence as of the Effective Date and shall continue for one (1) year (the "Initial Term"), unless otherwise terminated as set forth herein. Licensee understands and agrees that access to the IPAWS Submission App shall be made available upon Licensor's receipt of all IPAWS Information requested hereunder, and that the date of such receipt shall not otherwise affect the commencement of the term of this Agreement as of the Effective Date.

7. **DISCOUNT CONTRACT EXTENSION:** Upon each annual anniversary of the Effective Date, this Agreement may extend for additional one-year periods (each a "Renewal Term"). If activated, this contract

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extension provision will continue to extend the Agreement period by one (1) additional year at the end of each one (1) year Initial Term or Renewal Term Licensees extension of the Agreement for a Renewal Term shall be deemed activated upon Licensors acceptance any of the following prior to the end of the Initial Term or then-current Renewal Term Licensors acceptance a renewal letter, electronically or hard copy, from Licensee, Licensors acceptance a Purchase Order or Purchase Order Number for payment of the Service for one additional year from Licensee; or Licensors acceptance payment from Licensee for one additional year of the Service. In the event the Agreement Is extended:

- a) Licensors will update its systems to extend the license and associated access codes for one (1) additional year of use;
- b) Licensors will invoice Licensee for one additional year of the IPAWS Submission App at the rate thousand five hundred dollars (\$2,500) per year; and
- c) Licensee agrees to pay the fee set forth in this paragraph for each Renewal Term upon receipt of invoice from the Licensors.

Licensee understands and agrees that its failure to extend the Agreement pursuant to this section may result In Increased costs for the Service In the event that Licensee requests Licensors to provide any services to Licensee after the expiration of the Term.

8. TRANSFER OF INFORMATION: Licensee understands and agrees that Licensors shall not be responsible for any security breach or losses of Information caused during the transmission of confidential Information from Licensee to Licensors, Including without limitation the transmission of any FEMA documents, the Signature, or any associated IPAWS information. Licensee shall take steps to ensure that the transmission of such information is completed with best practices, including without limitation ensuring that all Signature passwords are transmitted separately from the Signature. Licensors shall not be deemed to be in receipt of any Information absent delivery confirmation of same; Licensee shall be solely responsible for arranging, including but not limited to paying any costs associated with, delivery confirmation.

9. TERMINATION: Licensee or Licensors may terminate this Agreement at the completion of the Initial Term or the then-current Renewal Term by providing the other with no less than 30 days advance written notice prior to the end of the term Licensee understands and agrees that the failure to renew this Agreement In accordance with paragraph 6, or the termination of this Agreement as set forth herein shall have no bearing on the CodeRED Agreement or CRWW Agreement Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Licensors regarding the IPAWS Submission App. Licensors, in its sole discretion, may also terminate this Agreement: a) for any reason by providing no less than 30 days advance notice, and in such case, Licensors will refund to Licensee an amount equal to the monthly-prorated balance of the annual fee based on the number of days left In the term of the Agreement; or b) Immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded, Licensors will take reasonable efforts to provide Licensee of advance notice of a termination pursuant to b) herein, however Licensee understands and agrees that such notice may not be provided in instances where Immediate termination, whether due to access breaches or otherwise, are required.

10. FURTHER ASSURANCES: Licensee agrees to execute and deliver to Licensors any additional documents and instruments, and to perform any additional acts that may be necessary or appropriate to effectuate and perform its obligations under this Agreement, including without limitation any additional paperwork requested by Licensors to show Licensee's compliance with any and all FEMA and/or IPAWS regulations.

11. ENTIRE AGREEMENT: This Agreement, together with the CodeRED Agreement and CRWW Agreement, supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee at a later date, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensors,

12. NOTICES: All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows;

As to Licensors: Emergency Communications Network, LLC, 9 Sunshine Blvd. Ormond Beach, FL 32174

As to. Licensee: Delaware County Board of Commissioners, Att: Brian Galligher EM Director, 10 Court Street, Delaware, OH 43015

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Either party may change the address provided herein by providing notice as set forth in this paragraph.

13. COUNTERPARTS AND CONSTRUCTION: This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only, Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

14. SURVIVAL: Certain obligations set forth herein and In the CodeRED Agreement represent independent covenants by which either petty hereto may be bound and shall remain bound regardless of any breach of this Agreement or the CodeRED Agreement and shall survive termination of this Agreement or the CodeRED Agreement.

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

RESOLUTION NO. 14-958

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR COUNTY FAMILY AND CHILDREN FIRST COUNCIL:

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

| Appropriation Transfers | | | |
|--|--------------------------------------|----|----------|
| From | To | | |
| 70161604/5001 Early Head Start/Salary | 70161603/5001 FCFC General/Salary | \$ | 3,500.00 |
| 70161604/5120 Early Head Start/OPERS | 70161603/5120 FCFC General/OPERS | \$ | 1,000.00 |
| 70161606/5120 Help Me Grow/OPERS | 70161606/5001 Help Me Grow/Salary | \$ | 5,000.00 |

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

RESOLUTION NO. 14-959

IN THE MATTER OF APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN MP2 ENERGY NE LLC. AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO ADD ELECTRICAL ACCOUNTS FOR TWO 9-1-1 TOWERS TO THE AEP ACCOUNTS:

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

Whereas, the Manager of Facilities recommends the amendment to the agreement with MP2 ENERGY NE LLC.;

Therefore, be it resolved, that the Board of Commissioners approve the amendment to the agreement with MP2 ENERGY NE LLC. to add electrical accounts for two 9-1-1 towers to the AEP Accounts:

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TRANSACTION CONFIRMATION

Customer: COUNTY OF DELAWARE
ContractID: 5000

AMENDMENT TO MASTER RETAIL ENERGY SALES AGREEMENT DATED 5/18/2014 BETWEEN MP2 ENERGY NE LLC AND COUNTY OF DELAWARE TO ADD THE FOLLOWING ACCOUNTS.

| EXHIBIT 'A' | |
|-----------------|---------------|
| TERMS | |
| Start Date: | 9/29/2014 |
| Term: | 32 Months |
| Contract Price: | \$_____/MWh |
| Governing Law: | State of Ohio |
| ISO: | PJM |

| Contract Quantity | |
|-------------------|-----|
| Energy | |
| Month | MWh |
| Jan | 26 |
| Feb | 23 |
| Mar | 27 |
| Apr | 28 |
| May | 36 |
| Jun | 37 |
| Jul | 31 |
| Aug | 29 |
| Sep | 26 |
| Oct | 28 |
| Nov | 25 |
| Dec | 26 |
| | 344 |

| Capacity |
|---------------------|
| Capacity PLC: 65 kW |

| Transmission |
|-----------------|
| NITS PLC: 79 kW |

Definitions. Terms not otherwise defined in this TC shall have the respective meanings set forth in the MSA, PJM Manuals, and/or Ohio PUC Regulations.

"**Hold-over Rate**" means the applicable realtime LMP, plus Capacity Costs and Transmission Costs, plus \$10/MWh.
"**LMP**" (Locational Marginal Pricing) means the applicable day ahead Load Zone LMP price calculated by PJM.
"**Market Index Rate**" means realtime LMP plus the costs in Exhibits B & C.
"**PJM**" means the regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia

| EXHIBIT 'B' | | |
|----------------------------------|--|-------------------------------------|
| Costs included in Contract Price | | |
| Energy | Synchronous Condensing | MMU Funding/PJM Settlement |
| Basis from hub to the load zone | Black Start | FERC Annual Charge Recovery |
| Energy Losses | Scheduling | OPSI Funding |
| Reactive and Voltage Control | Transmission Enhancement Costs (TEC) | NERC |
| Regulation and Freq Control | Control Area Administration | Reliability First Corporation (RFC) |
| Reserves | Market Support | Capacity |
| Synchronized Reserves | Costs of Advanced Second Control Center | Transmission |
| Non-Synchronized Reserves | Capacity Resource and Obligation Management | |
| Operating Reserves | Regulation and Frequency Response Administration | |
| Scheduling Reserves | PJM Surcharges | |
| Commercial Activity Tax (CAT) | Renewable Portfolio Standard | |

| EXHIBIT 'C' | |
|--|----------------------------|
| Items Passed Through at Cost | |
| All applicable Taxes (including GRT) | Reliability Must Run (RMR) |
| EDC Delivery Charges | |
| EDC discretionary or non-recurring charges | |

| EXHIBIT 'D' - FACILITY ACCOUNT NUMBERS ("FANS") | | | | | |
|---|-------------------|----------------------|-----------------|-------|-----------|
| No. | Account Number | Service Address | City, State | Zip | Load Zone |
| 1 | 00040621072535622 | 10 COURT ST | DELAWARE, OH | 43015 | AEP CS |
| 2 | 00040621038504655 | 7049 BIG WALNUT RD | GALENA, OH | 43021 | AEP CS |
| 3 | 00040621003260374 | 10 COURT ST | DELAWARE, OH | 43015 | AEP CS |
| 4 | 00040621003825121 | 1251 US HIGHWAY 23 N | DELAWARE, OH | 43015 | AEP CS |
| 5 | 00040621094166875 | 442 LAZELLE RD | WESTERVILLE, OH | 43081 | AEP CS |
| 6 | 00040621003162930 | 10 COURT ST | DELAWARE, OH | 43015 | AEP CS |

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

RESOLUTION NO. 14-960

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR CHESHIRE WOODS SECTION 3A:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following sanitary sewer construction plans:

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Cheshire Woods Section 3A for submittal to the Ohio EPA for their approval.

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Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Cheshire Woods Section 3A for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 14-961

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR LOT 7519 & 7520 ORANGE CENTRE DEVELOPMENT:

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

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Lot 7519 & 7520 Orange Centre Development for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Lot 7519 & 7520 Orange Centre Development for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 14-962

IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 WITH MEADE CONSTRUCTION, INC. FOR THE 2014 ROOF REPLACEMENT FOR ALUM CREEK WATER RECLAMATION FACILITY DCES 14-03:

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

Whereas, Meade Construction, Inc. is currently under contract to complete the 2014 Roof Replacement for Alum Creek Water Reclamation Facility; and

Whereas, the two existing cupolas were deteriorated beyond repair and need to be removed and reframed; and

Whereas, a change order is needed to increase the Contract Time by four (4) days for this work (two days for each cupola); and

Whereas, there is an increase of \$4,200.00 in the Contract Sum; and

Whereas, the Sanitary Engineer recommends approving Change Order No. 2.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 2 for the 2014 Roof Replacement for Alum Creek Water Reclamation Facility and authorize the Sanitary Engineer to sign the Change Order document.

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

RESOLUTION NO. 14-963

IN THE MATTER OF APPROVING AMENDMENT NO. 2 TO THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND HARLEY W. GREENWALT FOR BACKUP ELECTRICAL INSPECTION SERVICES:

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

Whereas, the Board of Commissioners entered into a contract with Harley W. Greenwalt on March 10, 2014 for Backup Electrical Inspection Services; and

Whereas, due to workload and staffing availability, additional services are needed that will necessitate an increase to the original not to exceed cost of the contract; and

Whereas, the Director of Environmental Services recommends approval of Amendment No. 2.

Now Therefore Be It Resolved that that Delaware County Board of Commissioners approve Amendment No. 2 to Backup Electrical Inspection Agreement.

AMENDMENT NO. 2 TO BACKUP ELECTRICAL INSPECTION AGREEMENT

This Amendment No. 2 to the Original Agreement dated March 10, 2014, is made and entered into this 28th day of August, 2014, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Harley W. Greenwalt, 1123 Markworth Court,

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Westerville, Ohio, 43081 (“Contractor”) (hereinafter collectively referred to as the “Parties”).

ARTICLE 1 – AMENDMENT

In accordance with Section 11.2 of the Original Agreement, the Parties mutually agree to amend the Original Agreement by replacing existing **Section 5 – Payment** with the following:

Section 5 – Payment

Total payments pursuant to this Agreement shall not exceed \$49,999.99.

The Contractor shall invoice the County monthly for services rendered through the previous month, and the County agrees to pay within thirty (30) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the permit number, project address, the dates of service, the type(s) of inspection performed, the mileage (if applicable), and the time spent on each inspection. The Contractor shall provide any additional supporting documentation upon the County’s request. The County reserves the right to contest any portion of any submitted invoice that does not conform to the terms of this Agreement or appears to be fraudulent.

ARTICLE 2 – REMAINING PROVISIONS

All other terms and conditions of the Original Agreement not specifically amended herein shall remain in full force and effect.

FURTHERMORE, Be It Resolved that the Board of County Commissioners approve an increase to purchase order P1402754 with Harley W. Greenwalt in the amount of \$24,999.99.

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

RESOLUTION NO. 14-964

IN THE MATTER OF ESTABLISHING A NEW ORGANIZATIONAL KEY AND APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR ENVIRONMENTAL SERVICES:

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

Establishing a New Organization Key

66711907 ACWRF FILTER IMPROVEMENTS

Supplemental Appropriations

| | | |
|---------------|---|-------------|
| 66711907-5301 | ACWRF Filter Improvements/ Professional Services | \$400,000 |
| 66711907-5410 | ACWRF Filter Improvements/ Building and Improvements | \$2,600,000 |

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

RESOLUTION NO. 14-965

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends accepting the resignation of Jackie Schonauer from the JFS Fiscal Department; effective August 22, 2014;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Jackie Schonauer from the JFS Fiscal Department; effective August 22, 2014.

The Director of Job and Family Services recommends accepting the resignation of Brenda Thompson as a Clerical Specialist, effective August 25, 2014;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Brenda Thompson as a Clerical Specialist, effective August 25, 2014.

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

RESOLUTION NO. 14-966

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR ADMINISTRATIVE SERVICES:

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

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Supplemental Appropriations

| | | |
|---------------|--|----------|
| 10011108-5201 | Human Resources/General Supplies | 4,000.00 |
| 61311923-5201 | Workers' Compensation/General Supplies | 6,000.00 |
| 61311923-5320 | Workers' Compensation/Software License | 3,500.00 |

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

RESOLUTION NO. 14-967

IN THE MATTER OF MODIFYING THE CERTIFICATION OF SPECIAL ASSESSMENTS TO THE COUNTY AUDITOR FOR THE EXTENSION OF SAWMILL PARKWAY AS APPROVED IN RESOLUTION NO. 07-1191:

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

Whereas on September 24, 2007 the Delaware County Commissioners approved Resolution No. 07-1191 Levying Special Assessments For The Extension Of Sawmill Parkway From A Point Commencing At The Intersection Of Home Road And Sawmill Parkway And Proceeding Northerly For Approximately 5,000 Linear Feet By Excavating, Grading, Paving, Drainage, Street Lighting, Conduit, Curbs And Gutters, Traffic Pavement Markings, And Street Signs, Together With All Necessary And Related Appurtenances

Whereas the Clerk of the Board has prepared the certification of the special assessment for tax year 2014 to be collected in year 2015 based on necessary modifications.

Therefore be it resolved that the Clerk of the Board shall certify to the County Auditor the special assessments for placement on the tax duplicate for collection in 2015 and thereafter in accordance with Resolution No. 07-1191 for the project as referenced above. (Copy available in the Commissioner's Office until no longer of administrative value).

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

RESOLUTION NO. 14-968

IN THE MATTER OF MODIFYING THE CERTIFICATION OF SPECIAL ASSESSMENTS TO THE COUNTY AUDITOR FOR IMPROVING THE WIDENING OF LEWIS CENTER ROAD AS APPROVED IN RESOLUTION NO. 07-1190:

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

Whereas on September 24, 2007 the Delaware County Commissioners approved Resolution No. 07-1190 levying special assessments for improving and Widening Of (I) Lewis Center Road From A Point Commencing Approximately 400 Feet East Of Its Intersection With Dubois Road And Proceeding Westerly To Its Intersection With U. S. Route 23 And (II) U. S. Route 23 From A Point 700 Feet South Of Its Intersection With Lewis Center Road And Proceeding Northwesterly To Its Intersection With Orangewick Drive By Excavating, Grading, Paving, Drainage, Conduit, Curbs And Gutters, Traffic Pavement Markings, Signalization And Street Signs, and

Whereas the Clerk of the Board has prepared the certification of the special assessment for tax year 2014 to be collected in year 2015 based on necessary modifications.

Therefore be it resolved that the Clerk of the Board shall certify to the County Auditor the special assessments for placement on the tax duplicate for collection in 2015 and thereafter in accordance with Resolution 07-1190 for the project as referenced above. (Copy available in the Commissioner's Office until no longer of administrative value).

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

RESOLUTION NO. 14-969

IN THE MATTER AMENDING RESOLUTION NO. 14-877, EXPRESSING THE BOARD'S SUPPORT FOR NEXCORE'S PROPOSED DEVELOPMENT PROJECT IN ORANGE TOWNSHIP AND CONTINGENT APPROVAL OF AN ORANGE TOWNSHIP COMMUNITY REINVESTMENT AREA AGREEMENT WITH MC MSB LLC:

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

WHEREAS, Delaware County has encouraged the development of real property and the acquisition of personal property located in the area designated as Orange Township Community Reinvestment Area #041-58618-01; and

WHEREAS, NexCore, or its subsidiary MC MSB LLC, desires to construct a new medical facility (hereinafter

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referred to as “Project”) within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, in order to be eligible for the proposed tax incentive, NexCore, or its subsidiary MC MSB LLC, must obtain legal ownership of the property to be utilized for the Project;

NOW, THEREFORE, BE IT RESOLVED by the Delaware County Commissioners, State of Ohio, that Resolution No. 14-877 is hereby amended as follows:

SECTION 1: The Board hereby expresses its support for the Project as a benefit for the continued economic growth of Delaware County.

SECTION 2: The Board hereby approves the following Orange Township Community Reinvestment Area Agreement, contingent upon NexCore, or its subsidiary MC MSB LLC, obtaining legal ownership of the Project property on or before September 30, 2014, and submitting an application pursuant to section 3735.67 of the Revised Code:

**ORANGE TOWNSHIP COMMUNITY REINVESTMENT AREA AGREEMENT
CRA #041-58618-01 – MC MSB LLC**

This Agreement is made and entered into by and between the Delaware County Commissioners, on behalf of Delaware County, Ohio (“County”), with their main offices located at 101 North Sandusky Street, Delaware, Ohio 43015, and MC MSB LLC (referred to herein as “MC MSB LLC” or as “NexCore”), with an address at 1621 18th Street, Suite 250, Denver, CO 80202 and the Parties set forth the following recitals:

WHEREAS, the County has encouraged the development of real property and the acquisition of personal property located in the area designated as Orange Township Community Reinvestment Area #041-58618-01 (“CRA”); and

WHEREAS, MC MSB LLC desires to construct a new 125,000 square foot integrated medical fitness and ambulatory facility (hereinafter referred to as the “Project”) within the boundaries of the aforementioned CRA, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, MC MSB LLC’s North American Industrial Classification System (NAICS) number is 621498 Outpatient Healthcare Services and 713940 Fitness/Recreational Sports Centers; and

WHEREAS, the County, by Resolution No. 10-1050, adopted August 9, 2010, designated the CRA, pursuant to Chapter 3735 of the Revised Code; and

WHEREAS, effective September 23, 2010, the Director of Development of the State of Ohio determined that the aforementioned area designated in Resolution No. 10-1050 contains the characteristics set forth in section 3735.66 of the Revised Code and confirmed the area as Community Reinvestment Area [#041-58618-01](#) under Chapter 3735; and

WHEREAS, the County is desirous of providing MC MSB LLC with real property tax incentives available for the development of the Project in the CRA; and

WHEREAS, MC MSB LLC, or its lessee(s), will be creating new jobs at the Project site; and

WHEREAS, MC MSB LLC has submitted a proposed agreement application (attached hereto as Exhibit A and, by this reference, fully incorporated herein) to the County (the “Application”); and

WHEREAS, the Tax Incentive Negotiating Committee for the CRA has investigated MC MSB LLC’s Application and unanimously recommended approval on the basis that MC MSB LLC is qualified by financial responsibility and experience to create and preserve employment opportunities in the CRA and improve the economic climate of Delaware County; and

WHEREAS, because the exemption recommended is less than or equal to fifty percent, this Agreement is not subject to approval by the Olentangy Local School District; and

WHEREAS, the Tax Incentive Negotiation Committee recommended approval at their June 18, 2014, meeting;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties from the execution hereof, the Parties agree as follows:

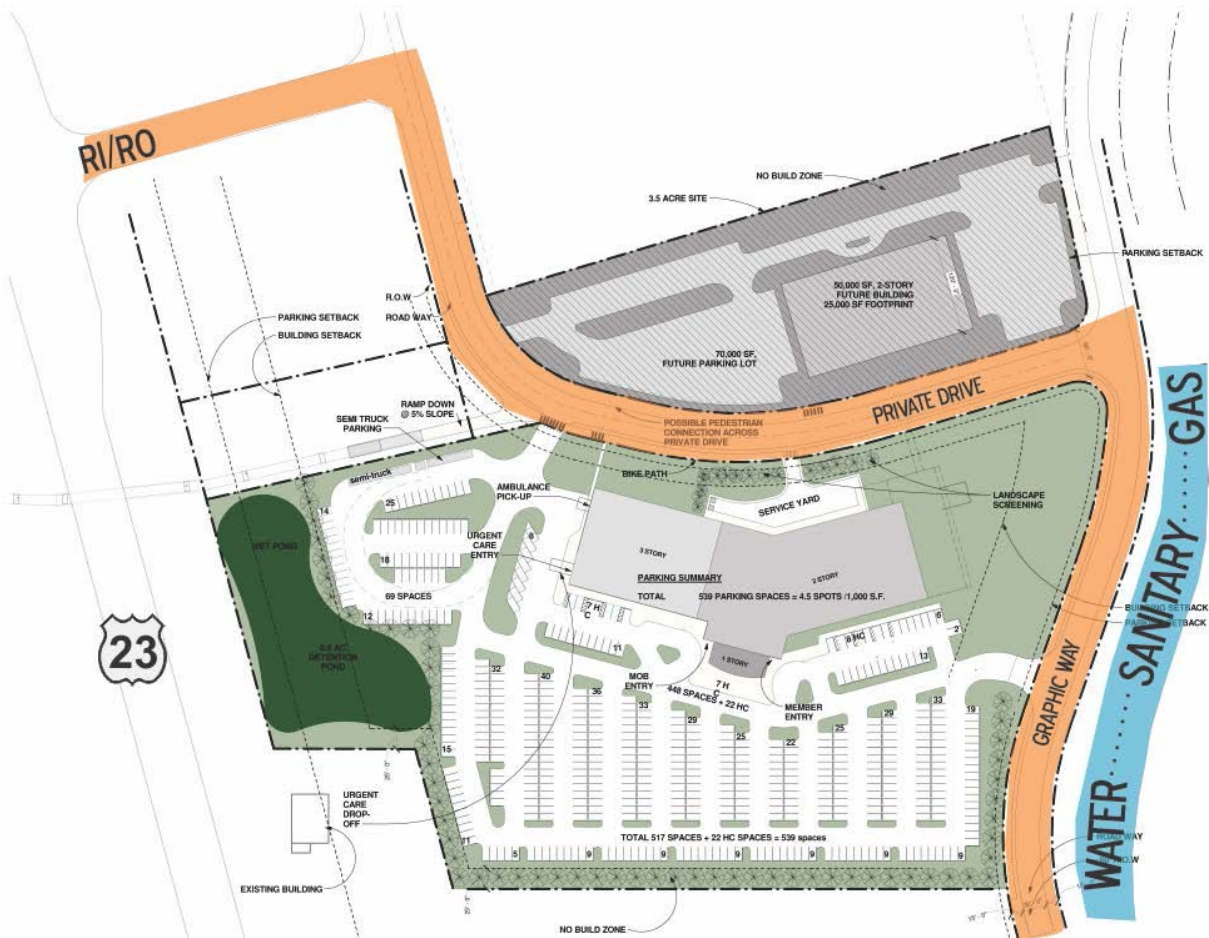
1. MC MSB LLC shall construct an approximately 125,000 square foot integrated medical fitness and ambulatory facility in Orange Township, within the CRA, at the following site:

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2. The development will occur on eleven and a half acres of Parcel 318-230-01-001-000, as the same is known and designated on the Delaware County Auditor’s revised list of parcels in Delaware County, Ohio. This abatement is designated for, and specifically limited to, the 11.5 acre site to be the home of the MC MSB LLC Project, and the purpose of the abatement is to financially offset development costs.

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Planned public infrastructure improvements necessary for the Project are as follows:

| | |
|--|---------------------|
| Construction of Graphics Way (between Menards site and a point at the NEC of the subject property) | |
| Construction of Private Drive (between Graphics Way and Route 23 including right in/right out at Route 23) | |
| Providing adequate water, gas, and sanitary sewer (from Menards to NEC of subject property along Graphics Way) to the site | |
| Estimated Total: | \$1.5-\$1.8 Million |

The Project shall commence on or before September 30, 2014, and all acquisition, construction, and installation shall be completed by December 31, 2015. Any changes to the commencement or completion dates may only be made by written amendment of this Agreement.

2. Job Creation: MC MSB LLC, or its lessee(s), shall create within a time period not exceeding 36 months after the commencement of construction of the aforesaid facility, the equivalent of:

| | |
|---|-----|
| New Full-Time Permanent Equivalent (FTE) Jobs | 110 |
| New Part-Time Permanent Equivalent (FTE) Jobs | 0 |
| New Full-Time Temporary Equivalent (FTE) Jobs | 0 |
| New Part-Time Temporary Equivalent (FTE) Jobs | 0 |
| Total | 110 |

No employees are currently located at this site.

| | |
|---|-------|
| Mt. Carmel Employees in the State of Ohio | |
| New Full-Time Permanent Equivalent (FTE) Jobs | 6,426 |
| New Part-Time Permanent Equivalent (FTE) Jobs | 953 |
| Total | 7,379 |
| NexCore has zero employees in the State of Ohio | |

1 FTE = 37.5 hours per week or 2 part time employees working 37.5 total hours per week = 1 FTE

| New Job Creation | New FTE Employment Level | Retain | Total FTE Employment |
|------------------|--------------------------|--------|----------------------|
|------------------|--------------------------|--------|----------------------|

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| Period | | | |
|----------------------|--------------|--|-----|
| By December 31, 2016 | +65 (Year 1) | | 65 |
| By December 31, 2017 | +30 (Year 2) | | 95 |
| By December 31, 2018 | +15 (Year 3) | | 110 |

The creation of 110 FTE jobs shall result in at least \$7.2 million dollars in annual payroll when the Project has stabilized, projected to occur in the 2017-2018 timeframe.

3. MC MSB LLC shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the applicant’s compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

ADDITIONAL REQUIREMENTS:

- a. MC MSB LLC shall maintain a corporate membership in a Delaware County chamber of commerce or business association.
 - b. MC MSB LLC shall contact the Superintendent, Delaware Area Career Center, 4565 Columbus Pike, Delaware, OH 43015, 740.548.0708, for information on adult education and training services.
4. The County hereby grants MC MSB LLC a tax exemption for real property improvements made to the Project site, pursuant to section 3735.67 of the Revised Code, in the following amounts:

| Real Property | New Investment |
|-------------------------------------|---|
| Acquisition of Building: | |
| Additions/New Construction: | \$ 28.7 Million |
| Improvements to Existing Buildings: | |
| Machinery & Equipment: | \$4.87 Million |
| Furniture & Fixtures: | \$3.23 Million |
| Inventory: | |
| Terms: | 50%/year exemption for 5 years, capped at \$2 Million on building |
| Total New Project Investment: | \$36.8 Million |

Year of Tax Exemption Tax Exemption Amount

| | |
|--------|-----|
| Year 1 | 50% |
| Year 2 | 50% |
| Year 3 | 50% |
| Year 4 | 50% |
| Year 5 | 50% |

The following table shows new and abated taxes on a \$28.7 million building, plus the increased taxes on commercial land. Please see the attached tax analysis for more information.

| | | | Delaware Co. | NexCore Abatement |
|---|-----------|--------|--------------|-------------------|
| Delaware County | 5.910000 | 7.74% | \$155,564 | \$148,673 |
| | 0.000000 | 0.00% | \$0 | \$0 |
| Olentangy LSD | 53.234790 | 69.68% | \$1,401,259 | \$1,339,188 |
| Presenation Park | 0.600000 | 0.79% | \$15,793 | \$15,094 |
| Delaware Area Career | 2.429724 | 3.18% | \$63,956 | \$61,123 |
| Delaware Co Library | 1.000000 | 1.31% | \$26,322 | \$25,156 |
| | 0.000000 | 0.00% | \$0 | \$0 |
| Orange Township | 11.100000 | 14.53% | \$292,177 | \$279,234 |
| Delaware County Health Dept | 0.669078 | 0.88% | \$17,612 | \$16,831 |
| Delaware Morrow Mental Health | 1.000000 | 1.31% | \$26,322 | \$25,156 |
| Delaware 911 | 0.450000 | 0.59% | \$11,845 | \$11,320 |
| Based on: Tax Year 2013/Collection 2014 | | | | |
| TOTAL | 76.393592 | 100% | \$2,010,851 | \$1,921,776 |

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2016, nor extend beyond 2021. Said exemption shall be based on the increase on the assessed value of real property attributed to the real property

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improvements at the Project site. MC MSB LLC must file the appropriate tax forms (DTE 24) with the County.

5. MC MSB LLC shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the agreement or five hundred dollars (\$500); provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars (\$2,500).

The fee shall be made payable to Delaware County once per year for each year the agreement is effective by December 31. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 3735.672 of the Revised Code and by the Tax Incentive Review Council created under section 5709.85 of Revised Code exclusively for the purposes of performing the duties prescribed under that section.

6. MC MSB LLC shall pay such real property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If MC MSB LLC fails to pay such taxes or file such returns and reports, exemptions from taxation granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

7. The County shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

8. If for any reason the County revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless MC MSB LLC materially fails to fulfill its obligations under this agreement and the County terminates or modifies the exemptions from taxation pursuant to this agreement.

9. If MC MSB LLC materially fails to fulfill its obligations under this agreement, or if the County determines that the certification as to delinquent taxes required by this agreement is fraudulent, the County may terminate or modify the exemptions from taxation granted under this agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement. The County may secure repayment of such taxes by a lien on the exempted property in the amount required to be repaid. Such lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

10. MC MSB LLC hereby certifies that at the time this agreement is executed, MC MSB LLC does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which MC MSB LLC is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, MC MSB LLC currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against MC MSB LLC. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

11. MC MSB LLC affirmatively covenants that they do not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a tribunal of this or any other state.

12. MC MSB LLC and the County acknowledge that this agreement must be approved by formal action of the legislative authority of Delaware County as a condition for the agreement to take effect. This agreement takes effect upon such approval.

13. The County has developed a policy to ensure recipients of CRA tax benefits practice non-discrimination and equal opportunity employment. By executing this agreement, MC MSB LLC certifies that it shall engage in non-discriminatory hiring practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that MC MSB LLC, any successor thereto, or any related member (as those terms are defined in division (E) of section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under division (E) of section 3735.671 or section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

15. MC MSB LLC affirmatively covenants that they have made no false statements to the State or local

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political subdivision in the process of obtaining approval for the Community Reinvestment Area incentives. If any representative of MC MSB LLC has knowingly made a false statement to the State or local political subdivision to obtain the CRA incentives, then the party making such representation shall be required to immediately return all benefits received under this Agreement, pursuant to section 9.66(C)(2) of the Revised Code and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to section 9.66(C)(1) of the Revised Code. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to section 2921.13(D)(1) of the Revised Code, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

16. This Agreement constitutes the entire final agreement between the Parties, shall supersede any prior or contemporaneous agreements, whether written or oral, and shall be deemed to have been drafted by both Parties. This agreement is not transferable or assignable without the express, written approval of the County. This agreement may only be modified by written amendment between the Parties.

SECTION 3: Upon approval of the Agreement, final execution of the Agreement shall be completed at a time convenient to both Parties thereto, taking into consideration that time is of the essence.

SECTION 4: The Board hereby directs the Clerk of the Board to forward a copy of the Agreement to the Director of the Ohio Department of Development within fifteen (15) days after the Agreement is entered into as provided in SECTION 3 of this Resolution. The Board further directs the Clerk of the Board to cause the Agreement to be recorded in the Delaware County Recorder’s Office.

SECTION 5: SECTIONS 2, 3, and 4 of this Resolution shall take effect upon satisfaction of the contingency set forth in SECTION 2 of this Resolution. If the contingency set forth in SECTION 2 is not satisfied by the date set forth in SECTION 2, then SECTIONS 2, 3, and 4 of this Resolution shall be null and void. SECTION 1 of this Resolution shall take effect immediately upon passage.

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

ADMINISTRATOR REPORTS

Tim Hansley

-No reports.

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Stapleton

-No reports.

Commissioner O’Brien

-Attended the Child Support Enforcement Agency’s event to honoring partners for helping CSEA achieve their goal of collecting funds mandated by the courts.

-Will attend a Regional Planning Committee meeting this evening.

Commissioner Merrell

-The Dispatch featured an article on salt for the upcoming winter. Delaware County is paying less than many other counties. Kudos for the Engineering Department for that recognition.

RESOLUTION NO. 14-970

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF EMPLOYEMENT; DISMISSAL; DISCIPLINE; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; TO CONSIDER THE SALE OF PROPERTY AT COMPETITIVE BIDDING:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to adjourn into Executive Session at 10:20AM.

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

RESOLUTION NO. 14-971

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to adjourn out of Executive Session at 10:54AM.

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

RESOLUTION NO. 14-972

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Whereas, The Assistant County Administrator/Director of Administrative Services and the Director of Environmental Services recommend the termination of Kimberly Birchfield with the Code Compliance Department, effective immediately on August 28, 2014;

Now, Therefore, Be It Resolved, that the Board of Commissioners approve the termination of Kimberly Birchfield with the Code Compliance Department, effective immediately on August 28, 2014.

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

RESOLUTION NO. 14-973

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

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

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and
- (2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 2. The Board hereby finds and determines that the information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 3. The Board hereby finds and determines that the executive session is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

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

RESOLUTION NO. 14-974

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Merrell to adjourn out of Executive Session at 11:54AM.

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

*Due to a prior commitment, Commissioners Stapleton was absent for the adjourning of executive session

There being no further business, the meeting adjourned.

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Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners