

**COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 6, 2015**

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

Present:
Gary Merrell, President
Barb Lewis, Vice President
Ken O'Brien, Commissioner

RESOLUTION NO. 15-382

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 26, 2015:

It was moved by Mrs. Lewis, 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 March 26, 2015; and

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

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

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15-383

IN THE MATTER OF PROCLAIMING APRIL 6-12 AS PUBLIC HEALTH WEEK IN DELAWARE COUNTY:

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

WHEREAS, the week of April 6–12, 2015, is National Public Health Week with the theme of "Healthiest Nation 2030".

WHEREAS, during National Public Health Week 2015, the public health community is uniting around a goal of making the U.S. the Healthiest Nation in One Generation by 2030.

WHEREAS, in the work to become the healthiest nation, we have to expand our partnerships to everyone that has an impact on our health.

WHEREAS, the Delaware General Health District works to improve our community's health through the Partnership for a Healthy Delaware County – a group of local leaders, agency representatives and citizens working together for better health.

WHEREAS, the Partnership for a Healthy Delaware County completed the 2014-2018 Community Health Improvement Plan, which aims to improve several health issues facing Delaware County, including access to healthcare, alcohol and drug abuse, food insecurity, mental health and obesity/overweight.

WHEREAS, by improving the health of Delaware County, community members become inspired and invested in their health along with the health of their family members, neighbors and friends.

WHEREAS, the Health District's non-profit Friends For Life program provides beneficial health resources to our community – resources that cannot be acquired through monies from the health levy, grants or fees of the Health District.

WHEREAS, the Friends For Life program was able to provide valuable resources to supplement the work of the Health District, including a state-of-the art tool for assessing balance in older adults, a car seat simulator to demonstrate proper booster and car seat use, safe sleep clothing for newborns and much more.

WHEREAS, the Health District as a nationally accredited health department will continue to provide quality services such as these in a fiscally sound manner to Delaware County residents.

WHEREAS, the Health District recognizes the residents and other community partners for their part in Delaware County being named the healthiest county in Ohio by the Robert Wood Johnson Foundation.

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NOW, THEREFORE, WE, the Delaware County Board of Commissioners, do hereby proclaim the week of April 6-12, 2015, as National Public Health Week, and call upon the people of Delaware County to observe this week by helping our families, friends, neighbors and co-workers celebrate their health.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-384

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0403:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0403 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Komline Sanderson	Equipment parts for Alum Creek	66211904-5260	\$ 8,621.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Line Amount</u>	<u>Line Number</u>
R1502906	SHAW INDUSTRIES INC	JAIL - CARPET	40111402 - 5328	\$14,982.97	0001
R1502910	FISHEL HASS KIM ALBRECHT LLP	PROFESSIONAL FEES - WAGE STUDY	10011108 - 5301	\$12,240.00	0001
R1502915	VOSS BROS SALES & RENTAL	MOWER	41711436 - 5450	\$ 7,039.00	0001
R1502916	LUSK GROUP,THE	WILLIS - SEAL COAT AND STRIPE PARKING LOT	40111402 - 5328	\$72,012.43	0001

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-385

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of Administrative Services is requesting that Brad Euans attend a PRIMA National Conference in Houston, TX from June 7-10, 2015 at the cost of \$1555.00 (fund number 61311923).

The Common Pleas Court is requesting that Diane Linville and Lindsey Jacobs attend a NAMI conference in Columbus, OH from April 24-25, 2015 at the cost of \$390.00 (fund number 25322312).

The Director of the Child Support Enforcement Agency is requesting to attend an OCDA Spring Symposium in Dublin, OH from April 20-21, 2015 at the cost of \$700.00 (fund number 23711630).

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

RESOLUTION NO. 15-386

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR WOODS AT WEEPING ROCK:

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

Whereas M/I Homes of Central Ohio, LLC has submitted the Plat of Subdivision ("Plat") for Woods at Weeping Rock, including related development plans ("Plans") and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Orange Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on November 13, 2014; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on November 20, 2014; and

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Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on February 27, 2015, and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on March 2, 2015; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on March 27, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Woods at Weeping Rock.

Woods at Weeping Rock

Situated in the State of Ohio, County of Delaware, Township of Orange, located in Quarter Township 2, Township 3, Range 18, United States Military Lands, and containing 13.939 acres of land being all of a 2.980 acre parcel conveyed to M/I Homes of Central Ohio, LLC, an Ohio Limited Liability Company of record in Deed Book 1299, Pages 393-398, and all of an 8.115 acre and 1.841 acre parcel conveyed to M/I Homes of Central Ohio, LLC, an Ohio Limited Liability Company of record in Deed Book 1299, Pages 387-393. Cost: \$72.

Vote on Motion Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 15-387

IN THE MATTER OF COOPERATING WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO IMPROVE THE INTERSECTION OF STATE ROUTE 3 AND PLUMB ROAD:

It was moved by Mrs. Lewis and seconded by Mr. O'Brien to approve the following:

**PRELIMINARY LEGISLATION
PID 86149
DEL-3-1.38/5.41**

The following is a Resolution enacted by the Delaware County Commissioners, Delaware County, Ohio, hereinafter referred to as the Local Public Agency ("LPA") in the matter of the stated described Project.

WHEREAS, R.C. 5553.02 provides that a board of county commissioners may locate, establish, alter, widen, straighten, vacate, or change the direction of roads within the county; and

WHEREAS, R.C. 9.482 provides that when legally authorized to do so, a political subdivision may enter into an agreement with another political subdivision or a state agency whereby the contracting political subdivision or state agency agrees to exercise any power, perform any function, or render any service for the contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render; and

WHEREAS, R.C. 5521.02 provides that a board of county commissioners may cooperate with the director of the Ohio Department of Transportation ("ODOT") in establishing, constructing, reconstructing, resurfacing, or widening a state highway, and it may, under such circumstances, pay any agreed portion of the cost of such work or the cost of obtaining right-of-way required for or in connection with any improvement contemplated by the director; and

WHEREAS, the Ohio Department of Transportation ("ODOT") and the LPA desire to cooperate in completing the **Installation of new signal and left turn lanes on SR-3 at Plumb Road**, hereinafter referred to as the "Project"; and

WHEREAS, the Genoa Township Board of Trustees committed \$25,000 toward the Project and authorized Delaware County to be the lead local agency on the Project by resolution 14-1016003; and

WHEREAS, the Berkshire Township Board of Trustees committed \$25,000 toward the Project and authorized Delaware County to be the lead local agency on the Project by resolution #14-10-03; and

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

SECTION I - Project Description

The Project consists of the installation of a new signal and left turn lanes on SR-3 at Plumb Road.

SECTION II - Consent Statement

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Being in the public interest, the LPA gives consent to ODOT to complete the above described Project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The County hereby agrees to cooperate with the Director of Transportation of the State of Ohio in the planning, design, and construction of the Project and grants consent to ODOT for its development and construction of the project in accordance with plans, specifications and estimates as approved by the Director;

ODOT agrees to assume and bear one hundred percent (100%) of the costs of preliminary engineering, and right-of-way.

For the construction phase, the County agrees to act as lead agency for Genoa and Berkshire Townships. The County agrees to contribute a total of One Hundred Thousand Dollars (\$100,000) toward the construction cost of the project, which includes \$50,000 provided by the County, \$25,000 from Genoa Township and \$25,000 from Berkshire Township, subject to the resolutions noted above. County’s contribution is conditional upon receipt of township contributions. All remaining construction costs will be paid by ODOT.

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees to give authority to ODOT to acquire, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also understands that right-of-way costs include eligible utility costs. The LPA agrees to empower ODOT with the responsibility for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V - Maintenance

Upon completion of the described Project, and unless otherwise agreed, for portions of the highway constructed within the jurisdiction of the LPA, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI - Authority to Sign

The County Engineer is designated as the LPA Project Manager and is hereby empowered on behalf of the County to cooperate with ODOT to complete the above described project; however, such authority shall not include approval of contracts.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-388

IN THE MATTER OF APPROVING A REAL ESTATE ACQUISITION SERVICES AGREEMENT WITH HERITAGE LAND SERVICES FOR THE PROJECT KNOWN AS S. OLD STATE ROAD, DEL-CR10-0.90:

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

WHEREAS, Section 305.15 of the Revised Code provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has received proposals from engineering firms interested in providing services for the project known as S. Old State Road, DEL-CR10-0.90; and

Whereas, the County Engineer has selected the consulting firm of Heritage Land Services through a Qualifications-Based Selection Process and has negotiated a fee and agreement to provide the required services for S. Old State Road, DEL-CR10-0.90, and requests that the Board enter into Contract with said firm;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the following Real Estate Acquisition Services Agreement is hereby approved:

DELAWARE COUNTY, OHIO
Real Estate Acquisition Services Agreement
S. Old State Road, DEL-CR10-0.90

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 6th day of April, 2015 by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and the firm of Heritage Land Services, 635 Brooksedge Boulevard, Westerville, Ohio 43081 (“Consultant”).

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Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for performance of the Work performed under this Agreement. The Administrator shall have the right to issue Notice to Proceed, Notice to Suspend or Notice to Resume Work under this Agreement within the dates to which this Agreement is effective and shall have general supervision of the Work.

Section 3 – Basic Services of Consultant

The duties of the Consultant shall encompass the following tasks within Delaware County for the project known as S. Old State Road, DEL-CR10-0.90 as outlined in the Consultant's Scope of Services dated February 19, 2015.

- A. Title Research
- B. Appraisal
- C. Acquisition
- D. Relocation Assistance
- E. Recording of Instruments
- F. Project Management

Section 4 – Payment for Professional Services

- 4.1 The County agrees to pay the Consultant as compensation for professional services as listed in Section 3, an amount not to exceed Four Hundred Sixty-Eight Thousand Seven Hundred Fifty Dollars (\$468,750).
- 4.2 The actual cost plus reimbursable expenses as incurred by the Consultant in the performance of the portion of the work outlined in Section 3 of this Agreement, shall not exceed the amount stipulated in Section 4.1 without an amendment to the Agreement duly authorized by the County.
- 4.3 Payment for services performed shall be due and payable monthly, based on the actual time and expenses incurred by the Consultant in the performance of the services on the project.

Section 5 – Payment

- 5.1 Notwithstanding any provision in this contract to the contrary, the maximum obligation of the County under this contract is limited to the amount of \$468,750. Unless the County appropriates and authorizes the expenditure of additional funds pursuant to proper modification of this contract, the Consultant's duties and obligations to perform additional services under this contract shall be considered ended December 31, 2016. Payment of invoices submitted to the County by the Consultant shall be made by the County within thirty (30) days of the date the County receives the invoice. If the maximum obligation of the County provided herein is changed properly, then the new amount will control the continuation of the duties and obligations of the Consultant to perform additional services.
- 5.2 County shall provide all criteria and full information as to County's requirement for the Project; designate a person to act with authority on County's behalf in respect of all aspects of the Consultant's submissions; and give prompt written notice to Consultant whenever County observes or otherwise becomes aware of any defect in the work.

Section 6 – Time of Schedule and Completion

- 6.1 After notification from the County to proceed, the Consultant shall, to the extent possible, schedule activities to meet specific project dates as requested by the County.

Section 7 – Insurance

- 7.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements in accordance with Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

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Section 8 – Indemnification

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

As the County's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

The Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the work, and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the County, including but not limited to, claims for loss of use, loss of profits and loss of markets.

Section 9 – Termination of Agreement

The County reserves the right to terminate this Agreement at any time for reasons identified in this Agreement or for any other reasons, for the convenience of the County. Upon termination of the Agreement, the County will provide written notice to the Consultant to terminate all work at which time the Consultant shall terminate all work associated with this Agreement and submit a final invoice for the portion of the work completed to date. The County shall not be responsible for payment for any work performed after the date of termination.

Section 10 – Change in Scope of Work

In the unforeseen event that substantial changes to the scope of work as defined in Section 3 are required during performance of work under this Agreement, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents as part of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed written or electronic work produced exclusively as part of this Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.
- 13.2 **Independent Contractor:** The Parties acknowledge and agree that contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 13.3 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.4 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.5 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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- 13.6 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.7 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.8 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

RESOLUTION NO. 15-389

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN OAKLAND NURSERY, INC. AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR13-1.27, WORTHINGTON ROAD IMPROVEMENTS:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Oakland Nursery, INC for the project known as DEL-CR13-1.27, Worthington Road Improvements.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Oakland Nursery, INC for the project known as DEL-CR13-1.27, Worthington Road Improvements.

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)
DEL-CR13-1.27
PARCELS: 11SH, 11SH-1**

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This Agreement is by and between the Board of Commissioners, Delaware County, Ohio, (hereinafter "Purchaser"), and Oakland Nursery, INC. (to be referred to together hereinafter as "Seller").

1. Price and Consideration

Upon full execution of the Agreement by Purchaser and Seller, Seller hereby agrees to execute an easement in favor of Purchaser, in the form that is attached hereto and incorporated herein by reference as Exhibit A (the "Easement"), over the real property that is described in Exhibit A (the "Property"), Purchaser shall pay to Seller the sum of \$1.00 in consideration for the granting of the Easement and shall acquire, construct or cause to be constructed the following improvements for use of the Seller, to be performed in connection with improvements to Worthington Road in accordance with the plans entitled "DEL-CR13-1.27 Worthington Road Improvements" (the "Project"):

1. A 12-foot wide by 9-foot high nominal opening reinforced concrete tunnel under Worthington Road located approximately 100 feet north of the center of the Worthington Road bridge over Alum Creek (the "Tunnel"), for exclusive use of the Seller and its related business entities (and not by the general public) in the operation and maintenance of the Acorn Farms nursery and by any other future use and/or owner or tenant of such property. Construction of the Tunnel shall be completed so that it is usable by Seller and its related business entities prior to the commencement of construction by Purchaser of additional driving lanes on Worthington Road that will cause vehicles used in the nursery's business to be required to cross more than the two driving lanes that exist on Worthington Road on the effective date of this Agreement, as measured at the main entrance into the Acorn Farms site from Worthington Road. Purchaser shall post signs at each entry point into the Tunnel indicating that the Tunnel is not for use of the general public. If necessary in the future (as determined by Seller in its sole discretion) to place the public or future owners of the Acorn Farms nursery property on notice of the existence of Seller's rights to use the Tunnel as provided herein, Purchaser agrees to execute a written easement agreement with Seller, in a form that is reasonably acceptable to Purchaser and Seller, which may be recorded by Seller upon its full execution; and,
2. An actuated traffic signal at the main entrance to the Acorn Farms site, as soon as is reasonably practicable during or following Purchaser's construction of improvements to Worthington Road near the Property; and,
3. A driveway apron to the 33.61 acre parcel now or formerly owned by Oakland Nursery, Inc., known on the effective date of this Agreement as Delaware County Parcel Numbers 318-414-03-015-000
4. A new 8-inch water line under Worthington Road to replace the Seller's existing 6-inch line, to serve the Property and adjacent real property owned by affiliated individuals and/or business entities of Seller, to be installed in accordance with Del-Co Water Company standards in conjunction with water line relocations being done by Del-Co Water for the Project, and to be completed and operational by May 1, 2015, provided that this Agreement is executed by the Seller no later than March 20, 2015. If necessary in the future (as determined by Seller in its sole discretion) to place the public or future owners of the Acorn Farms nursery property on notice of the existence of Seller's rights to use the 8-inch water line, Purchaser agrees to execute a written easement agreement with Seller, in a form that is reasonably acceptable to Purchaser and Seller, which may be recorded by Seller upon its full execution; and,
5. Connection of existing septic systems owned or operated by Seller within the Project limits into the proposed sanitary sewer line along Worthington Road, with such connection to be completed at the same time as the line is installed along Worthington Road. Seller shall not be required to pay any tap fees, set up fees, or other costs for connection to the proposed sanitary sewer line. Seller shall be responsible for payment of regular usage charges billed quarterly or otherwise in accordance with applicable Delaware County Regional Sewer District sewer usage rates. If necessary in the future (as determined by Seller in its sole discretion) to place the public or future owners of the Acorn Farms nursery property on notice of the existence of Seller's rights to use the sanitary line, Purchaser agrees to execute a written easement agreement with Seller, in a form that is reasonably acceptable to Purchaser and Seller, which may be recorded by Seller upon its full execution.

Which, together, shall be considered full compensation due Seller for: (a) the granting of the Easement including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller and Purchaser further agree and covenant that Purchaser shall stake the limits of the Property, no less than 30 days prior to start of construction on the Project, estimated as July 5, 2015, and that Seller shall relocate at its own expense, any structures or improvements, including driveways, located within the actual right of way for Worthington Road and/or the area affected by the Easement prior to the start of construction of the Project.

Seller shall be exclusively responsible for all taxes and assessments on the Property, including penalties and interest, and all other real estate taxes and assessments that are a lien on the Property. Notwithstanding the foregoing, Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Seller shall be responsible for all special assessments on the Property beginning on the effective date of the Easement.

2. Rights Upon Execution of Easement

Upon execution of the Easement by Seller, Purchaser shall be permitted to undertake the Project at its sole cost and expense and shall be permitted to remove all improvements now located on the Property and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to,

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driveways, signs (provided, however, that Seller shall retain ownership of any signs identifying its business or that of its affiliated business entities), utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower; in the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyances by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles, and estates with, if applicable, full release of dower.

3. Limited Access Parcels – Waiver of Abutters’ Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters’ rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from, and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments necessary for the construction and maintenance of the subject highway Project over, across, or upon the Property, provided that such instruments do not unreasonably interfere with the use of adjacent real property owned by Seller or its affiliated business entities or require Seller to incur any expenses. Nothing herein shall be read to require Seller to convey any additional real property to Seller other than the Property.

5. Warranty of Title

Seller shall, and hereby does, warrant that the Property is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others’ Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles, and interests in the Property, such as, but not limited to those belonging to tenants, lessees, mortgagees, or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property, but only to the extent that such matters directly interfere with the rights granted to Purchaser pursuant to the Easement. Purchaser shall pay in a timely manner all sums due to contractors, subcontractors, suppliers, and any other suppliers of materials or labor on the Property and shall ensure that no mechanics’ or materialmen’s liens are attached to the Property as a result of non-payment.

7. No Change in Character of Property

Seller shall not change the existing character of the land, or alter, remove, destroy, or change any improvement located on the Property. If, prior to the date on which the Easement is executed, the subject property suffers any damage, change, alteration, or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement. If the Seller refuses to restore the Property as aforementioned, then Purchaser may, at its option after discovery or notification of such damage, change, alteration, or destruction, terminate, cancel, and void this Agreement upon written notice to Seller.

8. Offer to Transfer Easement Rights

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Grant Easement Rights in the Property by the Seller that shall remain open for acceptance by Purchaser for a period of thirty (30) days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser’s acceptance and execution of this Agreement within the said period of thirty (30) days, this Agreement shall constitute and be a valid Agreement that is binding upon all parties hereto.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of both parties in connection with the consummation and closing of this Agreement.

10. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

11. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

12. Entire Agreement

This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon either party.

13. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, and is signed by Seller and Purchaser.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-390

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN PAUL

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**S. REINER AND JOHN G. REINER AND THE BOARD OF DELAWARE COUNTY
COMMISSIONERS FOR DEL-CR13-1.27, WORTHINGTON ROAD IMPROVEMENTS:**

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Paul S. Reiner and John G. Reiner for the project known as DEL-CR13-1.27, Worthington Road Improvements.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Paul S. Reiner and John G. Reiner for the project known as DEL-CR13-1.27, Worthington Road Improvements.

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

WITHOUT BUILDING(S)

DEL-CR13-1.27

PARCELS: 8SH 1, 2, 3, 8SW, 8-T 1, 2, 3,

This Agreement is by and between the Board of Commissioners, Delaware County, Ohio, (hereinafter "Purchaser"), and Paul S. Reiner and John G. Reiner (to be referred to together hereinafter as "Seller").

1. Price and Consideration

Upon full execution of the Agreement by Purchaser and Seller, Seller hereby agrees to execute an easement in favor of Purchaser, in the form that is attached hereto and incorporated herein by reference as Exhibit A (the "Easement"), over the real property that is described in Exhibit A (the "Property"), Purchaser shall pay to Seller the sum of \$1.00 in consideration for the granting of the Easement and shall acquire, construct or cause to be constructed the following improvements for use of the Seller, to be performed in connection with improvements to Worthington Road in accordance with the plans entitled "DEL-CR13-1.27 Worthington Road Improvements" (the "Project"):

1. A 12-foot wide by 9-foot high nominal opening reinforced concrete tunnel under Worthington Road located approximately 100 feet north of the center of the Worthington Road bridge over Alum Creek (the "Tunnel"), for exclusive use of the Seller and its related business entities (and not by the general public) in the operation and maintenance of the Acorn Farms nursery and by any other future use and/or owner or tenant of such property. Construction of the Tunnel shall be completed so that it is usable by Seller and its related business entities prior to the commencement of construction by Purchaser of additional driving lanes on Worthington Road that will cause vehicles used in the nursery's business to be required to cross more than the two driving lanes that exist on Worthington Road on the effective date of this Agreement, as measured at the main entrance into the Acorn Farms site from Worthington Road. Purchaser shall post signs at each entry point into the Tunnel indicating that the Tunnel is not for use of the general public, If necessary in the future (as determined by Seller in its sole discretion) to place the public or future owners of the Acorn Farms nursery property on notice of the existence of Seller's rights to use the Tunnel as provided herein, Purchaser agrees to execute a written easement agreement with Seller, in a form that is reasonably acceptable to Purchaser and Seller, which may be recorded by Seller upon its full execution; and,
2. An actuated traffic signal at the main entrance to the Acorn Farms site, as soon as is reasonably practicable during or following Purchaser's construction of improvements to Worthington Road near the Property; and,
3. A driveway apron to the 33.61 acre parcel now or formerly owned by Oakland Nursery, Inc., known on the effective date of this Agreement as Delaware County Parcel Numbers 318-414-03-015-000;
4. A new 8-inch water line under Worthington Road to replace the Seller's existing 6-inch line, to serve the Property and adjacent real property owned by affiliated individuals and/or business entities of Seller, to be installed in accordance with Del-Co Water Company standards in conjunction with water line relocations being done by Del-Co Water for the Project, and to be completed and operational by May 1, 2015, provided that this Agreement is executed by the Seller no later than March 20, 2015. If necessary in the future (as determined by Seller in its sole discretion) to place the public or future owners of the Acorn Farms nursery property on notice of the existence of Seller's rights to use the 8-inch water line, Purchaser agrees to execute a written easement agreement with Seller, in a form that is reasonably acceptable to Purchaser and Seller, which may be recorded by Seller upon its full execution; and,
5. Connection of existing septic systems owned or operated by Seller within the Project limits into the proposed sanitary sewer line along Worthington Road, with such connection to be completed at the same time as the line is installed along Worthington Road. Seller shall not be required to pay any tap fees, set up fees, or other costs for connection to the proposed sanitary sewer line. Seller shall be responsible for payment of regular usage charges billed quarterly or otherwise in accordance with applicable Delaware County Regional Sewer District sewer usage rates. If necessary in the future (as determined by Seller in its sole discretion) to place the public or future owners of the Acorn Farms nursery property on notice of the existence of Seller's rights to use the sanitary line, Purchaser agrees to execute a written easement agreement with Seller, in a form that is reasonably acceptable to Purchaser and Seller, which may be recorded by Seller upon its full execution.

Which, together, shall be considered full compensation due Seller for: (a) the granting of the Easement including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

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Seller and Purchaser further agree and covenant that Purchaser shall stake the limits of the Property, no less than 30 days prior to start of construction on the Project, estimated as July 5, 2015, and that Seller shall relocate at its own expense, any structures or improvements, including driveways, located within the actual right of way for Worthington Road and/or the area affected by the Easement prior to the start of construction of the Project.

Seller shall be exclusively responsible for all taxes and assessments on the Property, including penalties and interest, and all other real estate taxes and assessments that are a lien on the Property. Notwithstanding the foregoing, Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Seller shall be responsible for all special assessments on the Property beginning on the effective date of the Easement.

2 Rights Upon Execution of Easement

Upon execution of the Easement by Seller, Purchaser shall be permitted to undertake the Project at its sole cost and expense and shall be permitted to remove all improvements now located on the Property and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs (provided, however, that Seller shall retain ownership of any signs identifying its business or that of its affiliated business entities), utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower; in the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyances by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles, and estates with, if applicable, full release of dower.

3 Limited Access Parcels – Waiver of Abutters’ Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters’ rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from, and to the property described in Exhibit A.

4 Supplemental Instruments

Seller agrees to execute any and all supplemental instruments necessary for the construction and maintenance of the subject highway Project over, across, or upon the Property, provided that such instruments do not unreasonably interfere with the use of adjacent real property owned by Seller or its affiliated business entities or require Seller to incur any expenses. Nothing herein shall be read to require Seller to convey any additional real property to Seller other than the Property.

5 Warranty of Title

Seller shall, and hereby does, warrant that the Property is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

6 Elimination of Others’ Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles, and interests in the Property, such as, but not limited to those belonging to tenants, lessees, mortgagees, or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property, but only to the extent that such matters directly interfere with the rights granted to Purchaser pursuant to the Easement. Purchaser shall pay in a timely manner all sums due to contractors, subcontractors, suppliers, and any other suppliers of materials or labor on the Property and shall ensure that no mechanics’ or materialmen’s liens are attached to the Property as a result of non-payment.

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Seller shall not change the existing character of the land, or alter, remove, destroy, or change any improvement located on the Property. If, prior to the date on which the Easement is executed, the subject property suffers any damage, change, alteration, or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement. If the Seller refuses to restore the Property as aforementioned, then Purchaser may, at its option after discovery or notification of such damage, change, alteration, or destruction, terminate, cancel, and void this Agreement upon written notice to Seller.

8 Offer to Transfer Easement Rights

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Grant Easement Rights in the Property by the Seller that shall remain open for acceptance by Purchaser for a period of thirty (30) days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser’s acceptance and execution of this Agreement within the said period of thirty (30) days, this Agreement shall constitute and be a valid Agreement that is binding upon all parties hereto.

9 Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of both parties in connection with the consummation and closing of this Agreement.

10 Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

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11 Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

12 Entire Agreement

This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon either party.

13 Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, and is signed by Seller and Purchaser.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-391

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN ACORN FARMS AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR13-1.27, WORTHINGTON ROAD IMPROVEMENTS:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Acorn Farms for the project known as DEL-CR13-1.27, Worthington Road Improvements.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Acorn Farms for the project known as DEL-CR13-1.27, Worthington Road Improvements.

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
 (WITHOUT BUILDING(S))
 DEL-CR13-1.27
 PARCELS: 13SH, 13SH-1**

This Agreement is by and between the Board of Commissioners, Delaware County, Ohio, (hereinafter "Purchaser"), and Acorn Farms (to be referred to together hereinafter as "Seller").

1. Price and Consideration

Upon full execution of the Agreement by Purchaser and Seller, Seller hereby agrees to execute an easement in favor of Purchaser, in the form that is attached hereto and incorporated herein by reference as Exhibit A (the "Easement"), over the real property that is described in Exhibit A (the "Property"), Purchaser shall pay to Seller the sum of \$1.00 in consideration for the granting of the Easement and shall acquire, construct or cause to be constructed the following improvements for use of the Seller, to be performed in connection with improvements to Worthington Road in accordance with the plans entitled "DEL-CR13-1.27 Worthington Road Improvements" (the "Project"):

2. A 12-foot wide by 9-foot high nominal opening reinforced concrete tunnel under Worthington Road located approximately 100 feet north of the center of the Worthington Road bridge over Alum Creek (the "Tunnel"), for exclusive use of the Seller and its related business entities (and not by the general public) in the operation and maintenance of the Acorn Farms nursery and by any other future use and/or owner or tenant of such property. Construction of the Tunnel shall be completed so that it is usable by Seller and its related business entities prior to the commencement of construction by Purchaser of additional driving lanes on Worthington Road that will cause vehicles used in the nursery's business to be required to cross more than the two driving lanes that exist on Worthington Road on the effective date of this Agreement, as measured at the main entrance into the Acorn Farms site from Worthington Road. Purchaser shall post signs at each entry point into the Tunnel indicating that the Tunnel is not for use of the general public, If necessary in the future (as determined by Seller in its sole discretion) to place the public or future owners of the Acorn Farms nursery property on notice of the existence of Seller's rights to use the Tunnel as provided herein, Purchaser agrees to execute a written easement agreement with Seller, in a form that is reasonably acceptable to Purchaser and Seller, which may be recorded by Seller upon its full execution; and,
3. An actuated traffic signal at the main entrance to the Acorn Farms site, as soon as is reasonably practicable during or following Purchaser's construction of improvements to Worthington Road near the Property; and,
4. A driveway apron to the 33.61 acre parcel now or formerly owned by Oakland Nursery, Inc., known on the effective date of this Agreement as Delaware County Parcel Numbers 318-414-03-015-000
5. A new 8-inch water line under Worthington Road to replace the Seller's existing 6-inch line, to serve the Property and adjacent real property owned by affiliated individuals and/or business entities of Seller, to be installed in accordance with Del-Co Water Company standards in conjunction with water line relocations being done by Del-Co Water for the Project, and to be completed and operational by May 1, 2015, provided that this Agreement is executed by the Seller no later than March 20, 2015. If necessary in the future (as determined by Seller in its sole discretion) to place the public or future owners of the Acorn Farms nursery property on notice of the existence of Seller's rights to use the 8-inch water line, Purchaser agrees to execute a written easement agreement with Seller, in a form that

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is reasonably acceptable to Purchaser and Seller, which may be recorded by Seller upon its full execution; and,

6. Connection of existing septic systems owned or operated by Seller within the Project limits into the proposed sanitary sewer line along Worthington Road, with such connection to be completed at the same time as the line is installed along Worthington Road. Seller shall not be required to pay any tap fees, set up fees, or other costs for connection to the proposed sanitary sewer line. Seller shall be responsible for payment of regular usage charges billed quarterly or otherwise in accordance with applicable Delaware County Regional Sewer District sewer usage rates. If necessary in the future (as determined by Seller in its sole discretion) to place the public or future owners of the Acorn Farms nursery property on notice of the existence of Seller's rights to use the sanitary line, Purchaser agrees to execute a written easement agreement with Seller, in a form that is reasonably acceptable to Purchaser and Seller, which may be recorded by Seller upon its full execution.

Which, together, shall be considered full compensation due Seller for: (a) the granting of the Easement including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller and Purchaser further agree and covenant that Purchaser shall stake the limits of the Property, no less than 30 days prior to start of construction on the Project, estimated as July 5, 2015, and that Seller shall relocate at its own expense, any structures or improvements, including driveways, located within the actual right of way for Worthington Road and/or the area affected by the Easement prior to the start of construction of the Project.

Seller shall be exclusively responsible for all taxes and assessments on the Property, including penalties and interest, and all other real estate taxes and assessments that are a lien on the Property. Notwithstanding the foregoing, Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Seller shall be responsible for all special assessments on the Property beginning on the effective date of the Easement.

2. Rights Upon Execution of Easement

Upon execution of the Easement by Seller, Purchaser shall be permitted to undertake the Project at its sole cost and expense and shall be permitted to remove all improvements now located on the Property and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs (provided, however, that Seller shall retain ownership of any signs identifying its business or that of its affiliated business entities), utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower; in the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyances by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles, and estates with, if applicable, full release of dower.

3. Limited Access Parcels – Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from, and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments necessary for the construction and maintenance of the subject highway Project over, across, or upon the Property, provided that such instruments do not unreasonably interfere with the use of adjacent real property owned by Seller or its affiliated business entities or require Seller to incur any expenses. Nothing herein shall be read to require Seller to convey any additional real property to Seller other than the Property.

5. Warranty of Title

Seller shall, and hereby does, warrant that the Property is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles, and interests in the Property, such as, but not limited to those belonging to tenants, lessees, mortgagees, or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property, but only to the extent that such matters directly interfere with the rights granted to Purchaser pursuant to the Easement. Purchaser shall pay in a timely manner all sums due to contractors, subcontractors, suppliers, and any other suppliers of materials or labor on the Property and shall ensure that no mechanics' or materialmen's liens are attached to the Property as a result of non-payment.

7. No Change in Character of Property

Seller shall not change the existing character of the land, or alter, remove, destroy, or change any improvement located on the Property. If, prior to the date on which the Easement is executed, the subject property suffers any damage, change, alteration, or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement. If the Seller refuses to restore the Property as aforementioned, then Purchaser may, at its option after discovery

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or notification of such damage, change, alteration, or destruction, terminate, cancel, and void this Agreement upon written notice to Seller.

8. Offer to Transfer Easement Rights

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Grant Easement Rights in the Property by the Seller that shall remain open for acceptance by Purchaser for a period of thirty (30) days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser’s acceptance and execution of this Agreement within the said period of thirty (30) days, this Agreement shall constitute and be a valid Agreement that is binding upon all parties hereto.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of both parties in connection with the consummation and closing of this Agreement.

10. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

11. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

12. Entire Agreement

This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon either party.

13. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, and is signed by Seller and Purchaser.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

RESOLUTION NO. 15-392

IN THE MATTER OF AWARDING A BID AND APPROVING A CASH LEASE AGREEMENT FOR COUNTY FARM LAND LOCATED AT 1740 LEWIS CENTER ROAD, LEWIS CENTER, OHIO:

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

**Lease of Delaware County Farm Land
 1740 Lewis Center Road, Lewis Center, Ohio 43035-8238
 Bid Opening of March 23, 2015**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Justin D. Viers, the high bidder for the project. A copy of the bid opening results is available for your information; and

Whereas, the Engineer recommends approval of the Cash Lease Agreement between the Delaware County Commissioners and Justin D. Viers for the Lease of Delaware County Farm Land located at 1740 Lewis Center Road, Lewis Center, Ohio 43035-8238:

CASH LEASE

SECTION I. DATE, PARTIES TO LEASE, AND DESCRIPTION OF PROPERTY

1. This lease is made this 6th day of April, 2015, by and between the Board of Commissioners for Delaware County, Ohio, landlord, and Justin D. Viers, tenant.
2. The landlord, in consideration of the hereinafter described agreements made by the tenant, does hereby lease to the tenant to occupy and use for agriculture purposes only the following described real estate situated in the County of Delaware, State of Ohio, 11.13 acres situated in the Township of Orange, County of Delaware and State of Ohio. Being a part of Farm Lot 17, Section 2, Township 3, Range 18, and further described as 1740 Lewis Center Road, Lewis Center, Ohio, except for the following reservations: Buildings, Pasture Land and Barn and Feedlots.

SECTION II. LENGTH OF LEASE

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for the 2015 crop year beginning on the 1st day of May, 2015, at 12:00 p.m. (noon) and ending on December 31, 2015, or ten days after the crops are removed, whichever comes first. Said lease is thereafter renewable for three (3) additional one (1) crop years. To renew, the tenant must provide the landlord a written notice of intent to renew on or before the first day of November, 2015 (for the 2016 crop year). Any renewal period pursued by the tenant will be subject to the same terms and conditions of the original lease period.
 The landlord reserves the right not to renew the lease and must do so in writing to the tenant by

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December 15th of the original term and any renewal period.

SECTION III. PAYMENT OF RENT

For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, a rent of One Thousand Two Hundred Ninety-One Dollars and Eight Cents (\$1,291.08), being computed at One Hundred Sixteen Dollars (\$116.00) per tillable acre.

One half of the annual rent shall be due and payable at the Delaware County Engineer's Office 50 Channing St Delaware, Ohio 43015 Attn: Stephen Smith on or before April 15, 2015; the remaining one-half of the annual rent is due and payable on or before November 15, 2015 for the crop year. Rent for any renewal period will be due in the same manner for the year the lease is renewed.

Failure to pay rent on time will automatically result in non-renewal of lease.

SECTION IV. LANDLORD CONTRIBUTION

1. The landlord will furnish the above described real estate.
2. The landlord will maintain recommended lime levels on land of a buffer ph level of 6.5 to 7.0.

SECTION V. TENANT'S CONTRIBUTION AND CARE OF PROPERTY

The tenant agrees to farm the land in a husband-like manner and to standards, methods, and/or practices recommended by the Delaware County Soil and Water Conservations District and the USDA Natural Resource Conservation Service.

SECTION VI. SYSTEM OF FARMING AND SOIL MAINTENANCE

The tenant is encouraged to farm the property in accordance to the Resource Management System Conservation Plan developed by the USDA Natural resource Conservation Service and the Delaware Soil & Water Conservation District and adopted by the Board of Commissioners, and in addition, provided that the tenant does not do any of the following: plow identified surface drainage courses, cut straw on fields planted to wheat or oats after harvest, use any herbicides, pesticides, and/or use fertilizers that have any residual carry-over into the next crop. Straw cut during harvest may be removed from fields. A crop rotation of soybeans, winter wheat and corn is encouraged to be used. The tenant shall not use the property that is subject of this lease for the pasturing of livestock. This lease does not include the use of any building or utilities on the property.

SECTION VII. RIGHT OF ENTRY

The landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the tenant as provided in this lease.

SECTION VIII. HEIRS AND SUCCESSORS

1. This lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant.
2. However, if the lease is renewed for more than the crop year, the following applies:
 - a. If the land is sold or transferred during the term of this lease, the sale or transaction is subject to terms of this lease.
 - b. If the tenant dies during the terms of this lease, the lease shall be terminated at the end of the lease year in which the death occurs.

SECTION IX. YIELDING POSSESSION AT END OF LEASE

The tenant agrees that at the expiration of this lease he will yield possession of the property to the landlord without further notice and that it will be in as good order and condition as when the same was entered by the tenant.

SECTION X. SUBLEASING

The tenant will not re-lease or sublet said property or any part thereof without the written consent of the landlord.

SECTION XI. TERMINATION OF LEASE/LIQUIDATED DAMAGES

The landlord may, at its sole option, terminate this lease upon providing thirty (30) days written notice of its intent to do so. If the landlord terminates this lease for any reason before the planting of any crops, the landlord shall reimburse the tenant liquidated damages for all reasonable expenses, excluding lost profits but including any rent payments that already have been made, for that crop season. If the

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landlord terminates this lease after the planting of crops, the landlord shall reimburse the tenant liquidated damages in the estimated amount of the value the crop planted on the farmland. Estimated yield rates and rates for standard farming practices will be obtained from the local USDA Office and/or OSU Extension Office. The liquidated damages described in this section will be the only remedy available to the tenant under this agreement. The tenant hereby releases all other claims, rights and legal and equitable remedies against the landlord. The tenant further indemnifies and holds harmless the landlord for any claim made by any party against the landlord relating to this agreement or the tenant's use of the property.

SECTION XII. ADDITIONAL FEATURES

The tenant agrees to allow access for the application of treated sludge from the Olentangy Waste Water Treatment Plant and/or the Alum Creek Waste Water Treatment Plant by the Delaware County Sanitary Engineer on any farmland not tilled or planted and up to 50 acres of planted farmland. The landlord shall reimburse the tenant if the application of sludge is on farmland after planting of crops any rent paid and liquidated damages, as set forth in Section XI. All applications of sludge will meet EPA guidelines. The landlord agrees to provide proper maintenance and weed control for any farmland to which sludge has been applied.

The tenant may enter the premises prior to April 1st for spring field work by contacting the Delaware County Facilities Management office. The landlord shall not reimburse the tenant for any field work should the tenant fail to pay the rent by April 1st.

At the end of the renewal period or the end of the original lease if the tenant does not exercise their option to renewal, the tenant shall allow access to the property to any new tenant for the no-till planting of wheat immediately after the harvest of soybeans if applicable.

SECTION XIII. MISCELLANEOUS TERMS

- 1. Indemnity: The Tenant shall indemnify and hold harmless the Landlord, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Tenant, any person directly or indirectly employed by Tenant, or any person for whose acts Tenant may be liable.
- 2. Insurance: The Tenant shall carry and maintain throughout the life of the Lease such bodily injury and property damage liability insurance as will protect it and the Landlord, its respective board members, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal injury, including death, or property damage, which may arise under this Lease or from use of vehicles in connection therewith, and shall include coverage for indemnification as described above.

The Tenant shall present to the Landlord current certificates of insurance, and shall maintain such insurance during the term of this Lease. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- a. General Liability insurance for a minimum of one million dollars (\$1,000,000.00) per occurrence;
 - b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used upon or about the leased premises, with limits of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage.
- 3. Severability: If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this lease, and such other provision shall continue in full force and effect.
 - 4. Governing Law: This Lease shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Lease shall be filed in and heard before the courts of Delaware County, Ohio.

Vote on Motion Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 15-393

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following work permits:

Whereas, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

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Now Therefore Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U15-025	Consolidated Electric	Bale Kenyon Road from Orange Road to Powell Road	Bury fiber cable

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-394

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE CONTRACT FOR MARYHAVEN, INC. TO PERFORM SERVICES AND PROVIDE ASSESSMENTS TO BE USED BY THE DELAWARE COUNTY COMMON PLEAS COURT TO DETERMINE ELIGIBILITY FOR INTERVENTION IN LIEU OF CONVICTION:

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

Whereas, The Delaware County Common Pleas Court Judges and Staff recommend approval of the following amendment to contract;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following amendment to contract with Maryhaven, Inc. to perform services and provide assessments to be used by The Delaware County Common Pleas Court to determine eligibility for intervention in lieu of conviction:

FIRST AMENDMENT TO CONTRACT FOR MARYHAVEN, INC. TO PERFORM SERVICES AND PROVIDE ASSESSMENTS TO BE USED BY THE DELAWARE COUNTY COMMON PLEAS COURT TO DETERMINE ELIGIBILITY FOR INTERVENTION IN LIEU OF CONVICTION

This First Amendment of the Contract for Maryhaven, Inc. to Perform Services and Provide Assessments to be Used by the Delaware County Common Pleas Court to Determine Eligibility for Intervention in Lieu of Conviction ("First Amendment") is entered into this 6th day of April, 2015 by and between the Board of Delaware County Commissioners ("Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Common Pleas Court ("Court"), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015 (Board and Court collectively "County") and Maryhaven, Inc. ("Contractor"), whose principal place of business is located at 1791 Alum Creek Drive, Columbus, Ohio 43207, (individually "Party," collectively, "Parties").

WHEREAS, the Parties entered into a Contract for Maryhaven, Inc. to Perform Services and Provide Assessments to be Used by the Delaware County Common Pleas Court to Determine Eligibility for Intervention in Lieu of Conviction (hereinafter "Contract"); and,

WHEREAS, the term of the Contract has expired; and,

WHEREAS, the Contract permits, upon written agreement of the Parties, for the Contract to be renewed for successive one year periods subject to the same terms and conditions provided in the Contract and upon any such terms and conditions as may be specifically agreed upon, added, and/or amended in writing by the Parties; and,

WHEREAS, the Parties now desire to renew the Contract and also modify certain provisions of the Contract.

NOW THEREFORE, the Parties agree as follows:

1. **RENEWAL.** The term of the Contract is extended for an additional one year from the date the Contract expired.
2. **MAXIMUM PAYMENT.** The Contractor agrees to accept as full payment for the Services/Assessments provided by the Contractor during the term of the current renewal of the Contract pursuant to this First Amendment (provided that all such Services/Assessments are rendered in a manner satisfactory to the Court) the lesser of the following: (1) the maximum amount of \$20,000.00 or (2) the dollar amount equal to the number of actual completed Assessments provided by the Contractor to the Court multiplied by the dollar amount per Assessment, as provided by the charts in Section 6 of the Contract, for which Assessments the County is responsible for payment. It is expressly understood and agreed that in no event will the total amount to be paid to the Contractor for Services/Assessments provided during the term of the current renewal of the Contract pursuant to this First Amendment exceed the maximum of \$20,000.00.
3. **SUBSTITUTION OF NAMES.**
 - a. "Joyce Stimmel" shall be substituted for "Colleen Teahan" wherever such name may appear in the Contract, including, but not limited to, Sections 3(m) and 27.

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- b. "Judge David M. Gormley" shall be substituted for "Judge W. Duncan Whitney" wherever such name may appear in the Contract, including, but not limited to, Sections 3(m), 7, and 27.
- 4. **SIGNATURES.** Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal's behalf.
- 5. **CONFLICTS.** In the event of a conflict between the terms of the Contract and this First Amendment, the terms of this First Amendment shall prevail.
- 6. **TERMS OF CONTRACT UNCHANGED.** All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

RESOLUTION NO. 15-395

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO CONTRACT FOR RECOVERY AND PREVENTION RESOURCES OF DELAWARE AND MORROW COUNTIES, INC. (R.P.R.) TO PERFORM SERVICES AND PROVIDE ASSESSMENTS TO BE USED BY THE DELAWARE COUNTY COMMON PLEAS COURT TO DETERMINE ELIGIBILITY FOR INTERVENTION IN LIEU OF CONVICTION:

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

Whereas, The Delaware County Common Pleas Court Judges and Staff recommend approval of the following amendment to contract;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following amendment to contract with Recovery And Prevention Resources Of Delaware And Morrow Counties, Inc. (R.P.R.) to perform services and provide assessments to be used by The Delaware County Common Pleas Court to determine eligibility for intervention in lieu of conviction:

FIRST AMENDMENT TO CONTRACT FOR RECOVERY AND PREVENTION RESOURCES OF DELAWARE AND MORROW COUNTIES, INC. (R.P.R.) TO PERFORM SERVICES AND PROVIDE ASSESSMENTS TO BE USED BY THE DELAWARE COUNTY COMMON PLEAS COURT TO DETERMINE ELIGIBILITY FOR INTERVENTION IN LIEU OF CONVICTION

This First Amendment of the Contract for Recovery and Prevention Resources of Delaware and Morrow Counties, Inc. (R.P.R.) to Perform Services and Provide Assessments to be Used by the Delaware County Common Pleas Court to Determine Eligibility for Intervention in Lieu of Conviction ("First Amendment") is entered into this 6th day of April, 2015 by and between the Board of Delaware County Commissioners ("Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Common Pleas Court ("Court"), whose principal place of business is located at 91 North Sandusky Street, Delaware, Ohio 43015 (Board and Court collectively "County") and Recovery and Prevention Resources of Delaware and Morrow Counties, Inc. (R.P.R.) ("Contractor"), whose principal place of business is located at 118 Stover Drive, Delaware, Ohio 43015, (individually "Party," collectively, "Parties").

WHEREAS, the Parties entered into a Contract for Recovery and Prevention Resources of Delaware and Morrow Counties, Inc. (R.P.R.) to Perform Services and Provide Assessments to be Used by the Delaware County Common Pleas Court to Determine Eligibility for Intervention in Lieu of Conviction (hereinafter "Contract"); and,

WHEREAS, the term of the Contract has expired; and,

WHEREAS, the Contract permits, upon written agreement of the Parties, for the Contract to be renewed for successive one year periods subject to the same terms and conditions provided in the Contract and upon any such terms and conditions as may be specifically agreed upon, added, and/or amended in writing by the Parties; and,

WHEREAS, the Parties now desire to renew the Contract and also modify certain provisions of the Contract.

NOW THEREFORE, the Parties agree as follows:

- 1. **RENEWAL.** The term of the Contract is extended for an additional one year from the date the Contract expired.
- 2. **MAXIMUM PAYMENT.** The Contractor agrees to accept as full payment for the Services/Assessments provided by the Contractor during the term of the current renewal of the Contract pursuant to this First Amendment (provided that all such Services/Assessments are rendered in a manner satisfactory to the Court) the lesser of the following: (1) the maximum amount of \$20,000.00 or (2) the

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dollar amount equal to the number of actual completed Assessments provided by the Contractor to the Court multiplied by the dollar amount per Assessment, as provided by the charts in Section 6 of the Contract, for which Assessments the County is responsible for payment. It is expressly understood and agreed that in no event will the total amount to be paid to the Contractor for Services/Assessments provided during the term of the current renewal of the Contract pursuant to this First Amendment exceed the maximum of \$20,000.00.

3. **SUBSTITUTION OF NAMES.**

- a. "Joyce Stimmel" shall be substituted for "Colleen Teahan" wherever such name may appear in the Contract, including, but not limited to, Sections 3(m) and 28.
- b. "Judge David M. Gormley" shall be substituted for "Judge W. Duncan Whitney" wherever such name may appear in the Contract, including, but not limited to, Sections 3(m), 8, and 28.

4. **SIGNATURES.** Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal's behalf and is authorized to bind such principal.

5. **CONFLICTS.** In the event of a conflict between the terms of the Contract and this First Amendment, the terms of this First Amendment shall prevail.

6. **TERMS OF CONTRACT UNCHANGED.** All terms and conditions of the Contract not changed by this First Amendment remain the same, unchanged, and in full force and effect.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-396

IN THE MATTER OF SETTING THE DATE AND TIME FOR PUBLIC HEARING #1 FOR 2015 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING:

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

WHEREAS, Delaware County, by and through the Delaware County Board of Commissioners (the "Board") is a designated subrecipient of Community Development Block Grant ("CDBG") funding; and

WHEREAS, the citizen participation requirements within the Housing and Community Development Act and applicable federal regulations require two public hearings to allow public input regarding the use of CDBG funding; and

WHEREAS, the first public hearing is conducted at the initial stage of application preparation and is intended to provide information and seek input regarding the funds available and the general scope of eligible projects;

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

Section 1. The Board hereby sets Thursday, April 9, 2015, at 9:45 AM, during the regularly scheduled Board of Commissioners meeting held at 101 North Sandusky Street in Delaware, Ohio as the date, time, and place for public hearing #1 for 2015 CDBG funding.

Section 2. The Economic Development Coordinator is hereby directed to cause public notice to be issued via alternative options per Ohio Development Services Agency Policy Notice OCD 07-01, notifying the public of the hearing.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-397

IN THE MATTER OF ADOPTING A DELAWARE COUNTY COOPERATIVE REFUELING POLICY:

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

WHEREAS, Delaware County owns, operates, and maintains vehicle refueling sites at the Delaware County Service Station and various fuel depots within Delaware County; and

WHEREAS, in the interest of cooperation and in furtherance of the State of Ohio's promotion of shared government resources, the Delaware County Board of Commissioners desires to permit certain other governmental entities within Delaware County to utilize the refueling sites, subject to established procedures

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and reimbursement requirements; and

WHEREAS, the County Administrator and Facilities Manager recommend adoption of a Delaware County Cooperative Refueling Policy;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby adopts the following Delaware County Cooperative Refueling Policy:

DELAWARE COUNTY COOPERATIVE REFUELING POLICY

- 1.0 Purpose: Delaware County owns, operates, and maintains vehicle refueling sites at the Delaware County Service Station and various fuel depots within Delaware County. This policy shall set forth the terms and conditions for certain governmental entities to utilize the refueling sites and for the entities to reimburse Delaware County for such utilization. The policy shall be known as the Delaware County Cooperative Refueling Policy (hereinafter referred to as the "Policy").
- 2.0 Scope: The Policy shall pertain to Delaware County agencies subject to the county cost allocation plan, the Delaware County Board of Elections ("BOE"), the Delaware General Health District ("GHD"), the Delaware County Office of Homeland Security and Emergency Management ("EMA"), the Delaware Soil and Water Conservation District ("SWCD"), and any Delaware County township that enters into an agreement pursuant to this Policy (hereinafter referred to individually as a "Participating Entity" and collectively as "Participating Entities").
- 3.0 Participation: A Participating Entity that desires to receive refueling privileges in accordance with this Policy shall submit a request in writing to the Delaware County Facilities Manager. The Facilities Manager shall submit the request, with the Facilities Manager's recommendation, to the County Administrator for approval or disapproval. In the case of a Participating Entity that is a Delaware County township, the County Administrator is authorized, pursuant to R.C. 305.30, to execute the participation agreement, provided the term thereof does not exceed three (3) years. The Facilities Manager shall maintain a roster of approved Participating Entities.
- 4.0 Refueling Procedures: Upon the County Administrator's approval of a Participating Entity, the Facilities Manager shall issue a unique key and passcode to the Participating Entity for use at the designated refueling site(s). The Participating Entity shall limit refueling to legitimate public purposes and shall maintain records sufficient to document that all refueling is for a legitimate public purpose. The Participating Entity shall be responsible for securing the key and passcode and shall be held financially responsible for all refueling attributed to such assigned key and passcode, regardless of whether such refueling is authorized. The Facilities Manager shall prepare invoices at regular intervals showing the fuel usage and associated costs, including any surcharge, for each key and passcode and shall submit the invoices to the Participating Entity assigned the respective key and passcode. Invoices shall be paid in accordance with Section 7.0 within thirty (30) days of the date of issuance.
- 5.0 Supply Shortages and Emergencies: Delaware County reserves the right to limit, suspend, or terminate refueling privileges when, in the opinion of the County Administrator upon advice of the Facilities Manager, such action is deemed necessary by a supply shortage or other emergency.
- 6.0 Limits on Refueling: Participating Entities that are Delaware County townships shall be limited to refueling not to exceed an aggregate of five percent (5%) of the Participating Entity's annual fuel usage.
- 7.0 Reimbursement: A Participating Entity shall reimburse Delaware County as follows:
 - 7.1 Delaware County agencies subject to the county cost allocation plan shall reimburse the county general fund via a memo transfer in accordance with the cost allocation plan without a surcharge.
 - 7.2 The BOE, GHD, EMA, and SWCD shall reimburse the county general fund via a memo transfer and shall be assessed a surcharge of \$0.02 per gallon.
 - 7.3 Delaware County townships shall reimburse Delaware County in accordance with the applicable participation agreement, which shall include assessment of a surcharge of \$0.02 per gallon.
- 8.0 Effective Date: This Policy shall be effective immediately upon adoption by the Delaware County Board of Commissioners.
- 9.0 Township Agreement Form: The form of any participation agreement with a Delaware County township shall substantially conform to the following:

AGREEMENT TO ALLOW _____ TOWNSHIP TO UTILIZE

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DELAWARE COUNTY REFUELING SITES

ARTICLE 1 – PREAMBLE

This Agreement is entered into this ____ day of _____, _____, by and between the Delaware County Board of Commissioners (“County”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the _____ Township Board of Trustees (the “Township”), whose address is _____ (hereinafter collectively the “Parties”).

ARTICLE 2 – PURPOSE

The purpose of this Agreement is to provide for the conditions on which the County shall allow the Township to utilize the <designated refueling sites> (the “Facility”), for refueling purposes. This purpose is limited to the use of the fuel pumps at the Facility in accordance with this Agreement and shall not extend to use of the Facility for any other purpose.

ARTICLE 3 – TERM

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

ARTICLE 4 – COMPENSATION

In consideration for use of the Facility, the Township agrees to pay the County for all fuel pumped in accordance with this Agreement. The cost of the fuel shall be based on the price paid by the County to procure the fuel (with a surcharge of \$0.02 per gallon). The Township shall be provided with one or more fuel management system keys with unique access codes. The County shall submit monthly invoices to the Township for all fuel pumped in accordance with this Agreement, itemized by access code, and indicating the date of the use and the amount of fuel pumped. The Township shall pay all invoices within thirty (30) days of receipt thereof.

In the event the Township has not submitted timely payment, the full amount owed shall be made by the retention in the county treasury of the amounts due from taxes collected for the Township, and the County Auditor and County Treasurer all be governed by this payment provision in settling the accounts for such taxes.

ARTICLE 5 – FACILITY USE

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

ARTICLE 6 – PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

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

ARTICLE 7 – INSURANCE

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

ARTICLE 8 – TERMINATION

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

ARTICLE 9 – DISPUTE RESOLUTION

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

ARTICLE 10 – MISCELLANEOUS

A. SEVERABILITY

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If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with

B. ENTIRE AGREEMENT

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

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

RESOLUTION NO. 15-398

IN THE MATTER OF APPROVING THE SUBGRANT AGREEMENT BETWEEN THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE DELAWARE CHILD SUPPORT ENFORCEMENT AGENCY:

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

Whereas, the Director the Child Support Enforcement Agency recommends approval of the following subgrant agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following subgrant agreement:

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT

G-1617-11-5505

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and the Delaware County Board of County Commissioners (hereinafter referred to as "Board"), jointly with other county signers if required by division (C) of Ohio Revised Code (ORC) Section 5101.21, in accordance with Sections 307.98 and 5101.21.

The intent of this Subgrant Agreement is to establish between ODJFS and the Board the relationship of a "pass-through entity" and a "subrecipient" as those terms are used in OMB 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS to Delaware County for the operation of the Delaware Child Support Enforcement Agency (CSEA) that is a stand alone agency and performs all duties assigned to a child support enforcement agency. It is not applicable to subawards relating to any duties assigned to a county department of job and family services (CDJFS) under ORC Section 329.04, or to any duties assigned to a public children services agency (PCSA), nor is it applicable to subawards funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include all subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services (CDJFS), a public children services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Family services duty" means a duty required by state law allowing a county family services agency to perform all financial and administrative functions associated with the performances of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act ("WIA"), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or

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indirect oversight.

- C. “Financial assistance” means all cash, reimbursements, allocations of funds, cash draws, and property provided by ODJFS to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- D. “State and federal laws” include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, any OMB circulars that a federal statute or regulation has made applicable to state and local governments, and any Governor’s Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.
- E. “Subgrantee” has the same meaning as “county grantee,” as that term is defined in ORC Section 5101.21 (A) (1).
- F. “Subgrant agreement” has the same meaning as “grant agreement,” as that term is defined in ORC Section 5101.21 (A) (6).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Delaware County CSEA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Delaware County and of the Delaware County CSEA (hereinafter collectively referred to as “Subgrantee”).

ARTICLE II. STATUTORY AUTHORITY OF

ODJFS As a pass-through entity under OMB 2 CFR 200 (Uniform Guidance)

ODJFS may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.

Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this agreement.

- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the family services agency director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24(E)

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the department and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the

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ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.

- C. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action the department takes under division (C) of ORC Section 5101.24, of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- D. Promptly reimburse ODJFS the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved.
- F. Where Subgrantee identifies reimbursements or other payments due ODJFS, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where ODJFS identifies reimbursements or other payment due ODJFS and notifies Subgrantee, payment shall be made in the manner specified by ODJFS.
- G. Make records available to ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-29.
- J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2015, through June 30, 2017, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A, above, it is expressly understood by both ODJFS and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to ORC Section 126.07, that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2016 and 2017 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. ODJFS will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws from ODJFS to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR Part 205, 45 CFR Part 75, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, the ODJFS Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date

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funding expires without further obligation of ODJFS or the State of Ohio.

D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by ODJFS.

E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, as well as 45 CFR 75, and 45 CFR 95, including but not limited to, the following federal rules:

1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 45 CFR 75.302, including, but not limited to:

- a. Fiscal and accounting procedures;
- b. Accounting records;
- c. Internal control over cash, real and personal property, and other assets;
- d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
- e. Source documentation; and
- f. Cash management.

2. Period of performance and availability of funds: Pursuant to 45 CFR 75.309, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.

3. Cost sharing or matching: Pursuant to 45 CFR 75.306, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the Subgrantee is required to use additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program income: Program income must be used as specified in 45 CFR 75.307.

5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 75.318.

6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 75.320.

7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 75.321.

F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501 and 2 CFR 200, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37nd Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.

B. Subgrantee must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

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- A. This Subgrant Agreement may be terminated in accordance with any of the following:
1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS Director and Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 3. ODJFS may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, ODJFS will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- C. Pursuant to ORC Section 5101.24, and 45 CFR 75.371, as applicable, if Subgrantee or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, ODJFS may take any or all of the following actions deemed appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 3. Perform any other tasks that ODJFS requires.
- E. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to ODJFS from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from ODJFS concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (*e.g.*, certified mail).

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ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

- A. **Amendment:** This document, along with any related addenda, constitutes the entire agreement between ODJFS and Subgrantee with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. Both ODJFS and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If ODJFS notices a need for correction of erroneous terms and conditions, it will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

- A. **Addenda:** ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.

Subgrants

1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 75.352 and will impose the requirements of 45 CFR 75, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.
2. **Debarment and Suspension:** As provided in 45 CFR 75.212, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
3. **Procurement:** While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring:** Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 45 CFR 75.342 and OAC 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.
5. **Duties as Pass-through Entity:** Subgrantee must perform those functions required under state and federal laws as a subrecipient of ODJFS under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if ODJFS or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the Board, to any county signer required by division (B) of ORC Section 5101.21, or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.

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Vote on Motion

Mrs. Lewis

Mr. O'Brien

Mr. Merrell

RESOLUTION NO. 15-399**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENTS AGREEMENT FOR SANITARY PLAN GANZHORN SUITES:**

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to accept the following:

Whereas, the Director of Environmental Services recommends approval of the Sanitary Sewer Improvements agreement for Sanitary Plan Ganzhorn Suites;

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Sewer Improvements Agreement for Sanitary Plan Ganzhorn Suites:

SANITARY SEWER IMPROVEMENTS AGREEMENT

THIS AGREEMENT executed on this 6th day of April 2015, by and between **Ganzhorn Real Estate of Powell, LLC**, 1322B Manning Parkway, Powell, Ohio 43065, herein after called "DEVELOPER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, This agreement is governed by the following considerations and conditions, to wit:

There are **33.1** single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing.

Said DEVELOPER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications titled as **Sanitary Plan Ganzhorn Suites**, all of which are a part of this AGREEMENT. The DEVELOPER shall pay the entire cost and expense of said improvements.

DEVELOPER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$7,575.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Regulations of Delaware County, Ohio and the requirements of the City of Powell.

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

All public improvement construction shall be performed within one (1) year from the date of the approval of this AGREEMENT by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS. Notwithstanding any other provision of this Amendment, the COUNTY shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the COUNTY shall be strictly permissive and within the COUNTY's sole discretion.

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the DEVELOPER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated

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construction cost of the IMPROVEMENTS for plan review of **Ganzhorn Suites (\$265.13)**. The DEVELOPER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$675.00** estimated to be necessary to pay the cost of inspection for **Ganzhorn Suites** by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the DEVELOPER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$150.00 or less, as a result of charges against the same at the rate of:

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

for time spent by said SANITARY ENGINEER or his or her staff, the DEVELOPER shall make an additional deposit of \$150.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the DEVELOPER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

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

The DEVELOPER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the DEVELOPER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. Any sanitary easements shown on the approved construction plans that are provided for future sanitary sewer shall also be permanent, exclusive sanitary easements and shall be recorded at the Delaware County Recorder's Office. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and before construction may begin on the improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted by the SANITARY ENGINEER.

If, due to unforeseen circumstances during construction activities, the DEVELOPER must install the proposed sanitary sewer mains or service laterals to a different location than shown on the approved and signed construction plans, the DEVELOPER shall request a revision to the construction plans and the SANITARY ENGINEER shall evaluate this request. If the request for a revision is approved in writing by the SANITARY ENGINEER, DEVELOPER shall provide and record revised permanent, exclusive sanitary sewer easements prior to the COUNTY'S acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary sewer easements shall be acceptable to the SANITARY ENGINEER.

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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(5) documentation showing the required sanitary sewer easements

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

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

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

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-400

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR OLENTANGY FALLS EAST SECTION 1:

It was moved by Mrs. Lewis, seconded by Mr. O’Brien to accept the following:

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider’s agreement for Olentangy Falls East Section 1:

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider’s Agreement for Olentangy Falls East Section 1:

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 6th day of April 2015, by and between **Rockford Homes** (hereinafter called “SUBDIVIDER”), and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio (hereinafter called “COUNTY COMMISSIONERS” or “COUNTY”) , as evidenced by the **Olentangy Falls East Section 1** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **36.0** single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

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

OPTIONS:

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$515,730.70**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

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

Initials _____

Date _____

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the SUBDIVIDER, and any of its contractors or sub-contractors, or from any

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material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

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

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

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

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT. Notwithstanding any other provision of this Agreement, the COUNTY shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the COUNTY shall be strictly permissive and within the COUNTY's sole discretion.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review of **Olentangy Falls East Section 1 (\$18,050.57)**. The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$43,875.00** estimated to be necessary to pay the cost of inspection for **Olentangy Falls East Section 1** by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$600.00 or less, as a result of charges against the same at the rate of:

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

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

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and before construction may begin on the improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted by the SANITARY ENGINEER.

If, due to unforeseen circumstances during construction activities, the SUBDIVIDER must install the proposed sanitary sewer mains or service laterals to a different location than shown on the approved and signed construction plans, the SUBDIVIDER shall request a revision to the construction plans and the SANITARY ENGINEER shall evaluate this request. If the request for a revision is approved in writing by the SANITARY ENGINEER, SUBDIVIDER shall provide and record revised permanent, exclusive sanitary sewer easements prior to the COUNTY'S acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary sewer easements shall be acceptable to the SANITARY ENGINEER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY

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ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

RESOLUTION NO. 15-401

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of the Child Support Enforcement Agency recommends accepting the voluntary resignation of Holly Quick from CSEA; effective March 27, 2015.

Therefore Be it Resolved, the Board of Commissioners accept the voluntary resignation of Holly Quick from CSEA; effective March 27, 2015.

The Manager of the Maintenance Department recommends hiring James Titus as a Part-time intermittent custodian; effective April 13, 2015.

Therefore Be it Resolved, the Board of Commissioners approve hiring James Titus as a Part-time intermittent custodian; effective April 13, 2015.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-402

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE AUDITOR'S OFFICE FOR UNCLAIMED FUNDS:

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

Supplemental Appropriation		Amount
10110107 -5319	Unclaimed/Reimbursements	\$45,000.00

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-403

A RESOLUTION, PURSUANT TO R.C. § 2335.06(A)(1), TO SET THE REIMBURSEMENT RATE FOR EACH MILE NECESSARILY TRAVELED BY A WITNESS IN A CIVIL CASE IN THE DELAWARE COUNTY COMMON PLEAS COURT AND ANY DIVISION OF THE DELAWARE COUNTY COMMON PLEAS COURT:

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

PREAMBLE

WHEREAS, R.C. § 2335.06(A)(1) provides that the board of county commissioners of each county shall set the reimbursement rate for each mile necessarily traveled by a witness in a civil case in the common pleas court or any division of the common pleas court; and,

WHEREAS, the statute specifies that the rate shall not exceed fifty and one-half cents (50.5¢) for each mile; and,

WHEREAS, the Board of Commissioners, Delaware County, Ohio ("Board"), pursuant to such statute, hereby sets such rate.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED, by the Board, as follows:

1. Pursuant to R.C. § 2335.06(A)(1), the Board hereby sets the rate for each mile necessarily traveled by a witness in a civil case in the Delaware County Common Pleas Court or any division of the Delaware County Common Pleas Court at fifty and one-half cents (50.5¢) per mile.
2. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.
3. This Resolution shall be in full force and effect immediately upon adoption.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

**JOHN KING, DOG WARDEN AND SEAN MILLER, EMA DIRECTOR
DONATION OF DISASTER RELIEF TRAILER FOR PETS
DELAWARE COUNTY DOG SHELTER**

RECESS UNTIL 10:30 AM/RECONVENE

ADMINISTRATOR REPORTS

Tim Hansley
-No reports

Dawn Huston-Assistant County Administrator
-No reports

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis
-No reports

Commissioner O'Brien
-Attended the MORPC luncheon this past Thursday

Commissioner Merrell
-There is no meeting date for the joint meeting with the City of Delaware
-Construction has started on a new adaptive home for a veteran
-Would like to revisit the conversation that was started about the Crawford County sludge and get a follow up

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RESOLUTION NO. 15-404

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

It was moved by Mrs. Lewis, seconded by Mr. O'Brien 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. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-405

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to adjourn out of Executive Session at 1:33 PM.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

RESOLUTION NO. 15-406

APPROVING A DEVELOPMENT AGREEMENT AMONG COLUMBUS OUTLETS, LLC, BERKSHIRE TOWNSHIP, THE BERKSHIRE LANDING NEW COMMUNITY AUTHORITY, AND DELAWARE COUNTY, OHIO RELATING TO ODOT AGREEMENT NO. 18798 (DATED NOVEMBER 24, 2014) BETWEEN THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION AND THE COUNTY OF DELAWARE, OHIO FOR THE US 36/ST. RT. 37 AND I-71 CORRIDOR IN BERKSHIRE TOWNSHIP AND EXISTING ROAD IMPROVEMENTS:

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

DEVELOPMENT AGREEMENT

Dated April 6, 2015

among

Columbus Outlets, LLC, Berkshire Township, the Berkshire Landing New Community Authority, and Delaware County, Ohio

Relating to

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ODOT AGREEMENT NO. 18798
DATED November 24, 2014
BETWEEN
THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION AND
THE COUNTY OF DELAWARE, OHIO

FOR THE US 36/ST. RT. 37 AND I-71 CORRIDOR IN BERKSHIRE TOWNSHIP AND EXISTING
ROAD IMPROVEMENTS

DEVELOPMENT AGREEMENT

Dated April 6, 2015
among
Columbus Outlets, LLC, Berkshire Township, the Berkshire Landing New Community Authority, and
Delaware County, Ohio

Relating to

ODOT AGREEMENT NO. 18798
DATED November 24, 2014
BETWEEN
THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION AND
THE COUNTY OF DELAWARE, OHIO

FOR THE US 36/ST. RT. 37 AND I-71 CORRIDOR IN BERKSHIRE TOWNSHIP AND EXISTING
ROAD IMPROVEMENTS

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made among Columbus Outlets, LLC (the "Developer"), Berkshire Township (the "Township"), the Berkshire Landing New Community Authority (the "Authority"), and Delaware County (the "County") under the following circumstances:

RECITALS

- A. The Developer proposes to develop an approximately 350,000 square foot outlet center (the "Tanger/Simon Outlets Development") on the 57-acre site identified on **Exhibit A** (the "Tanger /Simon Outlets Site").
- B. The County has entered into that certain ODOT Agreement No. 18798, dated November 24, 2014, between the State of Ohio Department of Transportation ("ODOT") and the County, together with Addendum A attached thereto (collectively, the "ODOT Agreement"), to provide for the funding and approval of certain transportation public improvements that, when completed, will benefit the Tanger/Simon Outlets Development, including those transportation improvements identified on **Exhibit B**, attached hereto (the "Opening Day Improvements"), which are to be completed concurrently with the opening of the Tanger/Simon Outlets Development and those transportation public improvements identified on **Exhibit C** (the "Design Year Improvements" and collectively with the Opening Day Improvements, the "Public Improvements") which are anticipated to be required in future years, in response to development needs.
- C. The Developer has agreed to bear the up front costs and responsibility for completing the Opening Day Improvements, provided that incentives are put in place that will provide for the reimbursement of the Developer for amounts expended by the Developer in constructing such public improvements, all as described herein.
- D. Pursuant to the ODOT Agreement, the County has appropriated \$8 million (the "County Contribution") to provide for costs of the Public Improvements, pursuant to the ODOT Agreement.
- E. Under the ODOT Agreement, the County agreed to secure a guaranty from the Authority for the funding and completion of the Design Year Improvements.
- F. The Tanger/Simon Outlets Development is projected by the Developer to generate approximately \$19.7 million in sales taxes for the County during the 10 years immediately succeeding its opening.
- G. The County has approved the creation of the Authority to facilitate the development and financing of the Opening Day Improvements and Design Year Improvements.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Funding of Opening Day Improvements**

The Opening Day Traffic Improvements shall be initially financed and constructed by the Developer. The

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Developer shall be entitled to reimbursement for its costs of construction, including but not limited to costs associated with the design, rights-of-way/easement acquisition, permitting, construction and financing costs, as that term is defined in Ohio Revised Code Section 133.01, together with interest thereon for the Opening Day Improvements, with the estimate of those costs being \$17,600,000, from the following sources:

- 1.1 Tax Increment Financing. The Township has authorized an exemption from real property taxation of 75% of the improvements (as defined in Revised Code Section 5709.73) attributable to the Tanger/Simon Outlets Development (the "TIF Exemption") for a period of not less than 10 years per parcel exempted and require the owners of the properties so exempted to make annual service payments to the Township in lieu of taxes ("Service Payments") in an amount equal to the taxes that would have otherwise been paid but for the TIF Exemption. Said annual service payments shall be contributed by the County to the Authority and shall be utilized exclusively (i) to reimburse the Developer for its costs incurred in connection with the acquisition and construction of the Opening Day Traffic Improvements or (ii) to pay obligations issued to pay costs of the Opening Day Traffic Improvements (with the proceeds of such obligations being paid to the Developer as reimbursement for its costs incurred in constructing the Opening Day Traffic Improvements). Any Service Payments remaining to be paid after the full reimbursement of the Developer, or the payment of debt service on obligations to be issued to fund such full reimbursement, shall be used as described in Section 2.1 hereof.
- 1.2 Contribution by the County. The County shall pay to the Developer the full amount so appropriated on or before the initial opening date of the Tanger/Simon Outlets Development; provided, however, the County may require documentation sufficient, in the County's sole discretion, to support the actual costs of the Opening Day Traffic Improvements and may withhold payment to the extent that the actual costs of the Opening Day Traffic Improvements are less than the County Contribution, whereupon the remaining balance of the County Contribution not needed for the Opening Day Traffic Improvements shall be held in reserve by the County for later application towards the costs of the Design Year Traffic Improvements. The earliest date the County shall be required to issue payment, either in whole or in part, shall be within fourteen days after the Developer's delivery of a certificate to the County stating that the Developer has broken ground on the private improvements comprising the Tanger/Simon Outlets Development. The Developer will use such funds only for the purpose of paying costs, or reimbursing itself for paying costs of the Opening Day Improvements.
- 1.3. New Community Authority. The Developer has taken the necessary steps to cause the inclusion of the Tanger/Simon Outlets Site in the Authority. In accordance with a declaration of covenants to be filed by the Developer, as owner of the Tanger/Simon Outlets Site, the Authority will levy a community development charge (the "Charge") equal to ½ of 1 percent of all retail sales occurring on the Tanger/Simon Outlets Site and will provide that the net proceeds of the Charge (after setting aside proceeds of the Charge sufficient to pay administrative expenses associated with the Authority) will, but only if the funds derived from the sources set forth in Sections 1.1 and 1.2 hereof shall be insufficient, be applied to the payment of the costs of the Opening Day Improvements (including but not limited to the payment of debt service on bonds or notes issued to pay such costs) and for such other purposes as described in Section 2.2, Section 8, or as may otherwise be permitted by law.

2. Funding of Design Year Improvements

The parties anticipate that the following sources shall be available to pay the Design Year Improvements, if and when the same shall be required to be constructed by ODOT:

- 2.1 Tax Increment Financing from Tanger/Simon Outlet Site. Any additional revenues derived from the Tax Increment Financing described in Section 1.1 remaining after the payment of the Opening Day Improvements.
- 2.2. NCA Charge. The revenue derived from the Charge described in Section 1.3, to the extent such revenue is not needed to pay costs of the Opening Day Improvements. It is presently anticipated by the parties that this charge will be sufficient to finance the costs of the Design Year Improvements if such financing occurs after the full payment of the costs of the Opening Day Improvements.

The Authority covenants and agrees that it has the requisite power to levy and collect a charge sufficient to fund debt fully amortizing debt service on bonds that will fund up to \$16.5 million of costs attributable to the unfunded Design Year Improvements to the extent other revenues of the Authority and eligible and available to pay such costs are insufficient to pay the costs of such Design Year Improvements that are constructed or that shall be constructed by or at the direction of ODOT. Accordingly, the Authority shall guaranty, in favor of ODOT, the completion of the Design Year Improvements and shall provide or cause to be provided the monies necessary to pay for the Design Year Improvements, up to the total amount of \$16.5 million, upon sixty days' notice from ODOT, subject only to the prior appropriation of the Authority's Board of Trustees, provided that such guaranty shall be payable only from amounts derived from Service Payments or the Charge, and shall not be payable from amounts raised by taxation or derived by the Authority from any other source. The Authority's guaranty shall be reduced by an amount equal to the difference between (a) any amounts actually contributed to the payment of costs of the Design Year Improvements by third parties less (b) the total of the amounts required from all sources over and above \$16,500,000 to complete the Design Year Improvements. In the event any third party

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shall be obligated by the County or Township to contribute to costs of the Design Year Improvements but shall not fulfill its obligations, the Authority shall be subrogated to any rights of the County or Township to enforce such contribution, provided that the Authority shall fulfill the terms of its guaranty.

3. Funding of Other Improvements

If, after the funding of the Opening Day Improvements, it is determined by ODOT that certain Design Year Improvements are not to be completed (because they are no longer needed) additional revenue from the Charge (not to exceed \$16.5 million) and any additional revenue derived from the Tax Increment Financing described in Section 1.1, to the extent permitted by law, may be used to fund future improvements at the present interchange of US36/SR37 and I-71 PID90200 and related projects. After the full amount of the Charge attributable to the Public Improvements has been expended, the Charge may be applied in accordance with Chapter 349 of the Ohio Revised Code and the Authority's organizational and governing documents.

4. Developer Agreement to Purchase Bonds

The Developer agrees that, in the event that all or a portion of the Bonds to be issued by the Authority to fund payment of the Opening Day Improvements or Design Year Improvements cannot be sold by a public offering, limited public offering or privately placed, it shall purchase such bonds or notes of the Authority to the extent necessary to provide funds to pay costs of such improvements. The yield on such Bonds shall be no less than the yield received by any other buyer of such bonds or notes but shall not exceed that rate which is the lesser of (a) 175 basis points higher than the Bond Buyer Revenue Bond Index for instruments of like risk and like maturity on the date of their issuance or (b) the market rate that such obligations would bear if issued on the open market, as certified by the financial advisor to the Authority.

5. ODOT'S Rights

Pursuant to the ODOT Agreement, ODOT has the right to review and approve this Agreement. ODOT shall be deemed to be a third-party beneficiary of this Agreement. No provision of this Agreement shall be amended in a manner that adversely affects ODOT's interests without ODOT's written consent.

6. County Obligation to Cooperate

6.1 County agrees to cooperate with the Developer, to the extent feasible and consistent with existing laws and regulations, to provide necessary approvals as soon as may be reasonably practicable and to promptly consider the requests of the Developer in connection with the Tanger/Simon Outlets Development and the Public Improvements. In addition, County agrees to cooperate with the Developer to the extent necessary (including, but not limited to signing an exemption certificate) to ensure that the materials incorporated into Opening Day Improvements comprising public improvements are exempt from Ohio sales taxes.

6.2 The County will use reasonable efforts, to the extent not prohibited by then-existing law, to secure funding, including, but not limited to, tax increment finance revenues, assessments, community development charges and other credits and incentives, from other development projects in the vicinity of the Tanger/Simon Outlets Site to mitigate the traffic impacts of those other development projects.

7. Termination

In the event the Developer provides written notice to the County and of its intent not to proceed with the Tanger/Simon Outlet Mall the County may in its discretion, terminate or suspend the application of this Agreement pending the resolution of any issues. This Agreement shall not otherwise be terminable by the parties.

8. General Provisions

8.1 Entire Agreement. This Agreement constitutes the entire and integrated agreement between the parties insofar as it relates to the funding of the Public Improvements. Any change to the provisions of the Agreement shall be made by written amendment executed by all of the parties.

8.2 Notices. All notices to be given under this Agreement shall be in writing and mailed by certified mail to:

IF TO THE COUNTY:

Delaware County
101 N. Sandusky Street,
Delaware, Ohio 43015

Attention: Administrator

IF TO THE DEVELOPER:

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Columbus Outlets, LLC
c/o Tanger Properties Limited Partnership
3200 Northline Avenue, Suite 360
Greensboro, NC 27408
Attention: Frank C. Marchisello, Jr.

With a copy to:
Columbus Outlets, LLC
c/o Simon Premium Outlets
60 Columbia Road
Building B-3rd Floor
Morristown, New Jersey 07960
Attention: Steven Dworkin, SVP
Email:sdworkin@simon.com

With a copy to:
Kristopher Wahlers
Ice Miller LLP
250 West Street, Suite 700
Columbus, Ohio 43215

IF TO THE TOWNSHIP:

Berkshire Township, Delaware County Ohio
1454 Rome Corners Road
Galena, Ohio 43021
Attention: Administrator

IF TO THE AUTHORITY:

Berkshire Landing New Community Authority
c/o Ice Miller LLP
250 West Street, Suite 700
Columbus, Ohio 43215
Attention: Kristopher Wahlers

IF TO ODOT:

Ohio Department of Transportation
400 E. William Street
Delaware, Ohio 43015
Attention: Ferzan M. Ahmed

- 8.3 Governing Law. This Agreement will be construed and interpreted and the rights of the parties determined under the laws of the State of Ohio. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and County and Developer hereby irrevocably consent to such jurisdiction.
- 8.4 Any person executing this Agreement in a representative capacity warrants that he or she has been duly authorized by his or her party to execute this Agreement on such party's behalf.
- 8.5 Enforceability. Each obligation of the County, Township, or Authority required to be undertaken pursuant to this Agreement is binding upon the County, Township, or Authority and upon each officer or employee thereof as may have from time to time the authority under law to take any action on behalf of the County, Township, or Authority which may be necessary to perform all or any part of that obligation, as a duty of the County, Township, or Authority and of each of those officers and employees resulting from an office, trust, or station within the meaning of Section 2731.01, Ohio Revised Code, providing for enforcement by writ of mandamus.
- 8.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which together shall constitute but one and the same instrument.

9. Payment to School District

- 9.1 So long as the property comprising the Tanger /Simon Outlets Site shall be subject to the exemption from real property taxes described in Section 1.1, the Authority shall periodically set aside amounts derived from the Charge equal in the aggregate to \$1,000,000 to be paid to the Big Walnut Local School District (the "School District") in installments in accordance with, payable at the times provided, and subject to the terms of the School Compensation Agreement,

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dated February 3, 2015. Such amounts, if and when paid to the School District, shall reduce the Developer's obligation under the Compensation Agreement, to the extent provided therein.

EXHIBIT A
TANGER SIMON OUTLETS DEVELOPMENT



EXHIBIT B
OPENING DAY TRAFFIC IMPROVEMENTS

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EXHIBIT C
 DESIGN YEAR TRAFFIC IMPROVEMENTS

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Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

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**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
EMPLOYMENT; DISMISSAL; DISCIPLINE; PROMOTION; COMPENSATION OF A PUBLIC
EMPLOYEE OR PUBLIC OFFICIAL:**

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to adjourn into Executive Session at 1:34 PM.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-408

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to adjourn out of Executive Session at 2:28PM.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Barb Lewis

Jennifer Walraven, Clerk to the Commissioners