

**COMMISSIONERS JOURNAL NO. 63 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 17, 2015**

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

Present:

**Gary Merrell, President
Jeff Benton, Commissioner**

Absent:

Barb Lewis, Vice President, until after executive session

1

RESOLUTION NO. 15-1120

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 14, 2015:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 14, 2015; and

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

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

Vote on Motion Mr. Merrell Aye Mrs. Lewis Absent Mr. Benton Aye

2

PUBLIC COMMENT

3

ELECTED OFFICIAL COMMENT

4

RESOLUTION NO. 15-1121

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0916 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0916:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0916, memo transfers in batch numbers MTAPR0916 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Beem's	Fuel Service Center	10011106-5228	\$ 40,000.00
AEP	Utility Water Reclamation Department	66211907-5338	\$ 14,000.00
ACME	Job and Family Services Client Travel	22411601-5355	\$ 20,000.00
JFS Day Care Various	JFS Program	22511607-5348	\$ 20,000.00
Board and Care Various	JFS Program	22511607-5350	\$ 10,000.00

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

5

RESOLUTION NO. 15-1122

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of the Child Support Enforcement Agency is requesting that Wendy Shannon attend a hearing officer roundtable meeting in Mount Vernon, Ohio on September 17, 2015 at no cost.

Environmental Services is requesting that Erik McPeek, Matt Lambert, Mike Jones, Mason Janczak, Henry Stephenson, Kelly Thiel, Brian Rammelsberg, Rick Thomas and Nate Givens attend the OWEA Collection Systems Workshop in Columbus, Ohio on October 29, 2015 at a total cost of \$200 from org key 66211901.

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The Director of Child Support is requesting that Maren Aikey attend a Business Intelligence Channel Training in Columbus, Ohio on December 9, 2015 at no cost.

The Director of Child Support is requesting that Margaret Long attend a Support Establishment Training in Columbus, Ohio on November 19, 2015 at no cost.

The Director of Child Support is requesting that Margaret Long attend a Paternity Establishment Training in Columbus, Ohio on November 18, 2015 at no cost.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Absent

**6
RESOLUTION NO. 15-1123**

IN THE MATTER OF A TRANSFER OF STOCK REQUEST FROM KOHINOOR INDIAN CUISINE, LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Kohinoor Indian Cuisine, LLC request for a transfer of a stock request and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Absent

**7
RESOLUTION NO. 15-1124**

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE DELAWARE COUNTY AUTOMATIC DATA PROCESSING BOARD; THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES OF PERRY TOWNSHIP FOR INFORMATION TECHNOLOGY SERVICES:

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

Whereas, the Sheriff, Sheriff's Office Staff and the Delaware County Automatic Data Processing Board recommend approval of the contract with The Board Of Township Trustees Of Perry Township for Information Technology Services;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the agreement with The Board Of Township Trustees Of Perry Township for Information Technology Services:

INTERGOVERNMENTAL COOPERATION AGREEMENT

Section 1 - Parties to the Agreement

This Agreement is made and entered into this 17th day September, 2015 by and between the Delaware County Automatic Data Processing Board and the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (collectively, the "County"), and the Board of Township Trustees of Perry Township, Franklin County, 7125 Sawmill Road, Dublin, Ohio 43016 (the "Township"), (hereinafter referred to individually as "Party" or collectively as the "Parties").

Section 2 - Purpose

This Agreement is authorized by sections 9.482, 307.846, and 307.15, *et seq.*, of the Revised Code. The Township desires to enter into an agreement with the County that allows Delaware County Information Technology staff to provide Information Technology ("IT") services to the Township, and the County is willing and able to provide such services. This Agreement shall establish the terms and conditions for the support of Perry Township IT services.

Section 3 - Division of Responsibilities

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The Township shall install an agreed upon GPS tracking devices in each of their vehicles that they wish to be monitored. The County will license to the Township its propriety software for real-time and historic tracking of vehicles with a UPS device installed. In addition, the County will host on its servers the data allowing for real-time, web-based monitoring. Further, the County will keep the data on its servers for up to 60 days and allow for historic tracking and reporting through its web-based application.

Section 4— Compensation

The County and Township acknowledge and agree that the service being provided is a proactive cooperative law enforcement inoperative venture. As such Parties agree that in the spirit of mutual aid and furtherance of justice no fees relative to the services listed in Exhibit A, shall be incurred.

Section 5 - Records

- 5.1 County and Township acknowledge and agree that Township data received by County in the course of providing the IT services under this Agreement is taken delivery of solely under the authority stated above and only to provide automatic or electronic data processing, data storage services and/or other IT services to Township.
- 5.2 County and Township acknowledge and agree that this data is not a public record [as defined in R.C. Section 149.01 1(G)] of the County or any of its offices, agencies, etc., that County is not the keeper or person responsible for any record contained in such data or otherwise responsible for providing inspection or copies of the same and that any records contained within the same shall at all times be considered Township records and not properly the subject of a public records request directed to the County under R.C. Section 149.43.
- 5.3 However, to assist Township in meeting its responsibilities:
- (a) County will maintain full access by Township to the Township's data stored in its system.
 - (b) If County receives a public records request for Township records contained in such data, it will inform the requester that the information requested is not a public record of the County and that their request will be forwarded to the Township Fiscal Officer as the individual responsible for Township records. County will then immediately forward the request to the Township Fiscal Officer and advise them as to the circumstances of the request and its receipt.
 - (c) County will provide technical assistance to the Township Fiscal Officer, as requested, in compiling and delivering Township data responsive to a public records request.
- 5.4 If the County should ever determine that it is legally compelled by any means (including public records request under R.C. 149.43, deposition, interrogatory, request for documents, subpoena, civil investigative demand, etc.) to disclose Township data received or stored under this Agreement, it must make reasonable efforts to provide Township with prompt notice of such legal requirement prior to disclosure so that Township may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, County will: (i) furnish only that portion of the data that it is legally required to furnish; and (ii) cooperate with Township in reviewing such material for appropriate redaction prior to disclosure.
- 5.5 Upon termination or expiration of this Agreement, County will return all Township data to Township and shall not retain copies of all or any portion of it within its system.
- 5.6 The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6 - Term

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect for one (1) year, whereupon the Parties mutually agree to review this Agreement for consideration of renewal. This Agreement may only be amended in writing with the mutual consent and agreement of the Parties. Either party may terminate this Contract at any time and for any reason by giving at least ninety (90) days advance notice, in writing, to the other.

Section 7— Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8 - Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release

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the other Party from any responsibility therefor. In no event shall County's employees be considered employees of the Township within the meaning or application of any federal, state or local laws or regulations and vice versa.

Section 9 - Equipment and Facilities

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10 - Insurance and Liability

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

The Township acknowledges that there is a risk of disruption of service to its IT equipment and service due to damage to the fiber optic cable and other equipment or system failures beyond the control of the County. As a condition of this Agreement, the Township agrees to release the County from any liability or costs due to such disruption of service.

Section 11 - Miscellaneous Terms & Conditions

11.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

11.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.

11.3 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.

11.4 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.

11.5 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 in full force and effect.

Exhibit A

Provision by County of IT services required for GPS tracking of Perry Township police vehicles:

- 1. Provision of hosted UPS tracking for township police vehicles
- 2. Provision of 60 days worth of GPS tracking history
- 3. Provision of ability to review GPS tracking live or post tracking

Vote on Motion Mrs. Lewis Absent Mr. Benton Aye Mr. Merrell Aye

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RESOLUTION NO. 15-1125

IN THE MATTER OF APPROVING A WIRELESS CUSTOMER AGREEMENT WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS UNDER A MASTER PRICE AGREEMENT FOR THE AUDITOR'S OFFICE WEIGHTS AND MEASURES DEPARTMENT:

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

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Whereas, the Auditor recommends approval of The Wireless Customer Agreement With Cellco Partnership D/B/A Verizon Wireless Under A Master Price Agreement For The Auditor’s Office Weights And Measures Department:

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve The Wireless Customer Agreement with Cellco Partnership D/B/A Verizon Wireless under a Master Price Agreement for the Auditor’s Office Weights and Measures Department:

**PARTICIPATING ADDENDUM
NASPO ValuePoint (formerly known as WSCA)
WIRELESS SERVICES 2012-2019
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
Ceilco Partnership d/b/a Verizon Wireless
Contract Number: 1907
(hereinafter "Contractor")
And
Participating Entity Name: Delaware County Commissioners
(hereinafter "Participating Entity")

1. Scope: Verizon Wireless ("Contractor") and the State of Nevada, for itself and on behalf of the NASPO ValuePoint ("NASPO ValuePoint, also formerly known as "WSCA" and/or "Customer"), have entered into a Master Service Agreement #1907 ("Contract") with an effective date beginning on April 10, 2012 This addendum covers the WIRELESS SERVICES for use by state agencies and other eligible entities authorized by that state's statutes to utilize state/entity contracts.

2. Participation Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state's statutes to use state entity contracts are subject to the acknowledgement of the respective State Chief Procurement Official Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State PA to the Master Contract are eligible to participate in this contract, to the extent permitted by their state and local procurement laws and regulations.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision or other tk entity acting as a Participating Entity, that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees, and liabilities. Each agency, political subdivision or other entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. The Contractor will apply the charges to each Participating Entity individually.

The Individual Customer agrees to the terms and conditions of the Contract including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fees..

3. Intentionally Omitted.

4. Lease Agreements: NONE

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Lead State Name	State of Nevada
Contact	Teri Becker, Purchasing Officer
Street Address	515 E. Musser St, Suite 300
City, State, & Zip	Carson City, NV 89701
Telephone	775-684-0178
E-mail	tbeckeradmin.nv.gov

Contractor

Contractor Name	Ceilco Partnership d/b/a Verizon Wireless
Contact	RJ Fenolio, National Account Manager
Street Address	8350 East Crescent Pkwy, Attn: RJ Fenolio
City, State, & Zip	Greenwood Village, CO 80111
Telephone	(702) 283-2200
E-mail	rj.fenoho@venzonwireless.com

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Participating Entity

Participating Entity Name Delaware County Commissioners
Contact Shari Baker.
Street Address 140N. Sandusky St
City, State, & Zip Delaware, OH 43015
Telephone 740-833-2909
E-mail sbaker@co.delaware.oh.us

6. Subcontractors: NONE

7. Purchase Order Instructions:

All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the NASPO ValuePoint Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the NASPO ValuePoint Master Agreement.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: [N/A] and the Lead State price agreement number: 1907 This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in. addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Absent

**9
RESOLUTION NO. 15-1126**

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR DELAWARE COUNTY AUDITOR:

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

Supplemental Appropriations

40111402-5320 Permanent Improvement Admin/Software License and Computer Services \$157,050.00

Vote on Motion Mr. Merrell Aye Mrs. Lewis Absent Mr. Benton Aye

**10
RESOLUTION NO. 15-1127**

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE CAPACITY EXCHANGE AGREEMENT BY AND BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE OHIO STATE UNIVERSITY ON BEHALF OF OARNET:

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

Whereas, the Director Of The DATA Center recommends approving Amendment No. I to the capacity exchange agreement by and between Delaware County Board of Commissioners and The Ohio State University on behalf of OARnet;

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Therefore Be it Resolved, the Board of Commissioners approve Amendment No. I to the capacity exchange agreement by and between Delaware County Board of Commissioners and The Ohio State University on behalf of OARnet:

Amendment No. 1 to CAPACITY EXCHANGE AGREEMENT

This Amendment No. 1 ("Amendment") to the Capacity Exchange Agreement, which was entered into on the 15th day of March, 2013 is entered into on this 17th day of September, 2015, by and between the Delaware County Board of Commissioners ("DCBC), having its principal office at 10 Court Street, Delaware, Ohio 43015, and The Ohio State University on behalf of OARnet (OARnet), having its principal office at 1224 Kinnear Rd. Columbus, Ohio 43212, pursuant to Section 9.M. of the Capacity Exchange Agreement.

SECTION I - ADDITIONAL FIBERS

The Capacity Exchange Agreement is hereby amended to add new Section 1.E.:

1.E. Additional Fibers. DCBC shall authorize and permit OARnet to install, terminate, operate and maintain an additional forty-eight (48) strands of fiber to the OARnet point of presence at 10 Court Street, Delaware, OH 43015 from 19 East Central Avenue, Delaware, OH 43015. The purpose of these fibers is to provide additional connectivity to state and local government and educational entities throughout the state. All costs associated with the installation, operation and maintenance of the fiber will be the sole responsibility of OARnet, and such additional fibers shall be owned by OARnet or OARnet's designated vendor. In addition, OARnet shall require the contract for installation of the additional fibers to include DCBC as a third-party beneficiary with regard to the following: (i) OARnet shall require DCBC shall be listed as additional insured on the contractor's liability Insurance policies, which shall be in amounts acceptable to DCBC; and (ii) OARnet shall require the contractor to indemnify and hold harmless DCBC against any liabilities arising from any loss or injury arising from contractor's negligent acts or omissions. The installation shall not proceed until DCBC has reviewed and approved the contract containing the provisions specified herein.

SECTION II— ADDITIONAL INTERNET AND INTRANET CAPACITY

The Capacity Exchange Agreement is hereby amended by deleting any and all references to "three hundred (300) megabits and replacing with "four hundred (400) megabits"

SECTION III - REMAINING PROVISIONS

All other provision of the Capacity Exchange Agreement not specifically amended by this Amendment shall remain in full force and effect.

In confirmation of their consent and agreement to the terms and conditions contained in this Amendment, and intending to be legally bound hereby, the parties have executed this Agreement as of the date first above written.

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

**11
RESOLUTION NO. 15-1128**

IN THE MATTER OF ACCEPTING PROMOTIONAL ITEMS FOR THE DELAWARE COUNTY FAIR ON BEHALF OF THE DELAWARE COUNTY PROSECUTOR'S OFFICE VICTIM SERVICES UNIT:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") may receive and apply gifts on behalf of the county, pursuant to section 9.20 of the Revised Code; and

WHEREAS, the Delaware County Prosecutor's Office Victim Services Unit annually operates an informational and community outreach booth at the Delaware County Fair; and

WHEREAS, Meijer, Target, The Columbus Zoo, Texas Roadhouse, McDonald's, Olentangy Mini Golf, and Foertmeyer and Sons have each donated promotional items for the Victim Services Unit to utilize in promoting its informational and community outreach objectives at the Delaware County Fair;

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

Section 1. The Board hereby accepts the donation of promotional items from Meijer, Target, The Columbus Zoo, Texas Roadhouse, McDonald's, Olentangy Mini Golf, and Foertmeyer and Sons on behalf of the Delaware County Prosecutor's Office Victim Services Unit.

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Section 2. The Board hereby declares that the promotional items are not needed for public use but will serve a public purpose of promoting the Victim Services Unit’s informational and community outreach objectives at the Delaware County Fair and bringing public awareness to the plight of and services available to victims of crime.

Section 3. The Board hereby authorizes the Victim Services Unit to distribute the promotional items at the Unit’s fair booth in accordance with the terms of the donations.

Section 4. This Resolution shall take effect immediately upon adoption.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Absent

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RESOLUTION NO. 15-1129

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COMBINED FIRST SUPPLEMENTAL TRUST INDENTURE IN CONNECTION WITH THE \$10,000,000 ADJUSTABLE RATE DEMAND HEALTH CARE FACILITIES REVENUE BONDS, SERIES 2012A (WILLOW BROOK CHRISTIAN COMMUNITIES) AND THE \$7,829,000 ADJUSTABLE RATE DEMAND HEALTH CARE FACILITIES REVENUE BONDS, SERIES 2012B (WILLOW BROOK CHRISTIAN COMMUNITIES), EACH PREVIOUSLY ISSUED BY THE COUNTY OF DELAWARE, OHIO; AND PROVIDING FOR AND AUTHORIZING CERTAIN OTHER MATTERS RELATED TO SUCH SUPPLEMENT:

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

WHEREAS, the County of Delaware, Ohio (the "Issuer") is a county and political subdivision in and of the State of Ohio (the "State"), is duly organized and existing under and by virtue of the laws of the State, and is authorized and empowered by virtue of the laws of the State, including without limitation, Chapter 140 of the Ohio Revised Code (the "Act"), among other things: (i) to acquire, construct, improve and equip "hospital facilities" as defined in the Act ("Hospital Facilities"), and to acquire real estate and interests therein, including without limitation, improvements situated thereon comprising hospital facilities; (ii) to issue its revenue bonds for the purpose of paying the "costs of hospital facilities," as defined in the Act, and (iii) to enact this Resolution and to execute and deliver certain other documents and instruments upon the terms and conditions provided herein and therein, and

WHEREAS, the Issuer has previously issued, sold and delivered, on behalf of Willow Brook Christian Communities, an Ohio nonprofit corporation ("Willow Brook"), its \$10,000,000 Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2012A (Willow Brook Christian Communities) (the "Series 2012A Bonds") and its \$7,829,000 Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2012B (Willow Brook Christian Communities) (the "Series 2012B Bonds," and together with the Series 2012A Bonds, the "Series 2012 Bonds"), the sales of which Series 2012 Bonds were awarded to and such Series 2012 Bonds are held equally by The Huntington National Bank and FirstMerit Bank, National Association (collectively, the "Purchaser"); and

WHEREAS, the Purchaser and Willow Brook have agreed to certain amendments to each of the Trust Indenture, dated as of December 1, 2012 (the "Series 2012A Bond Indenture") and the Trust Indenture, dated as of December 21, 2012 (the "Series 2012B Bond Indenture"), each between the Issuer and The Huntington National Bank, as Trustee, including an amendment to the interest rate formula with respect to each series of the Series 2012 Bonds, and have requested the Issuer to authorize the execution and delivery of a Combined First Supplemental Trust Indenture to implement such amendments; and

WHEREAS, it is necessary in connection with the matters described above to provide for the authorization of a Combined First Supplemental Trust Indenture and to authorize certain other actions and documents; and

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

Section 1. Combined First Supplemental Indenture. To provide for the modification of the terms of each series of the Series 2012 Bonds pursuant to an agreement between Willow Brook and the Purchaser, this Board hereby consents to, authorizes and approves the execution and delivery of a Combined First Supplemental Trust Indenture (the "Supplemental Indenture") substantially in the form thereof now on file with this Board. At least two of the members of this Board are hereby authorized and directed to execute and deliver in the name and on behalf of the Issuer, the Supplemental Indenture in substantially the form submitted to this Board.

The Supplemental Indenture is approved with changes therein which are not inconsistent with this Resolution, which are not substantially adverse to the Issuer, which are permitted by the Act, and which are approved by the officials executing the Supplemental Indenture. The approval of those changes by those officials, and the character of those changes as not being substantially adverse to the Issuer, shall be evidenced

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conclusively by the execution of the Supplemental Indenture by those officials.

Section 2. Other Documents. Any member of this Board, or any other official of the Issuer, acting alone or in conjunction with any of the foregoing, is authorized and directed to execute, deliver and, if applicable, file, for and in the name and on behalf of the Issuer, any certifications, financing statements, termination agreements, assignments and other instruments and documents which are, in the opinion of Bond Counsel, necessary or appropriate to consummate the transactions contemplated herein, including any amendments or replacements of any other documents or physical bonds executed and delivered by the Issuer in connection with the Series 2012 Bonds.

Section 3. No Personal Liability. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Resolution, or in any Series 2012 Bond, or in the Supplemental Indenture, or under any judgment obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer, official, employee or agent as such, past, present, or future, of the Issuer, including any member of this Board, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to any holder of any Series 2012 Bond, or otherwise, of any sum that may be due and unpaid by the Issuer upon any of the Series 2012 Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, official, employee or agent, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or any receiver thereof, or for or to the owner or any holder of any Series 2012 Bond, or otherwise, of any sum that may remain due and unpaid upon any Series 2012 Bond shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Supplemental Indenture.

Section 4. Repeal of Conflicting Resolutions and Resolutions; Severability. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that 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 full compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

Section 6. Effectiveness. This Resolution shall be in full force and effect immediately upon its adoption.

COMBINED FIRST SUPPLEMENTAL TRUST INDENTURE

between

COUNTY OF DELAWARE, OHIO

and

**THE HUNTINGTON NATIONAL BANK,
Trustee**

\$10,000,000

County of Delaware, Ohio

**Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2012A
(Willow Brook Christian Communities)**

And

\$7,829,000

County of Delaware, Ohio

**Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2012B
(Willow Brook Christian Communities)**

Dated

as of

October 1, 2015

COMBINED FIRST SUPPLEMENTAL TRUST INDENTURE

THIS COMBINED FIRST SUPPLEMENTAL TRUST INDENTURE (the "First Supplemental Bond Indenture"), dated as of October 1, 2015, is made by and between the COUNTY OF DELAWARE, OHIO (the "Issuer"), an Ohio county and political subdivision existing under the laws of the State of Ohio (the "State"), and THE HUNTINGTON NATIONAL BANK, a bank duly organized and validly existing under the laws of the United States of America, with its designated corporate trust office located in Columbus, Ohio, as Trustee

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(the "Trustee"), under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals shall have the meanings set forth in the Series 2012A Original Bond Indenture or the Series 2012B Original Bond Indenture, as applicable, each as defined below):

By virtue of the authority of Chapter 140, Ohio Revised Code, the Issuer heretofore executed and delivered to the Trustee the Trust Indenture, dated as of December 1, 2012 (the "Series 2012A Original Bond Indenture"), and the Trust Indenture, dated as of December 21, 2012 (the "Series 2012B Original Bond Indenture"), each between the Issuer and the Trustee, to secure the Series 2012A Bonds, the Series 2012B Bonds and any Additional Bonds that might thereafter be issued on a parity therewith pursuant to Section 2.07 of the Series 2012A Original Bond Indenture or the Series 2012B Original Bond Indenture, as applicable.

A. The Purchaser has agreed to modify the interest rate on the Series 2012A Bonds and the Series 2012B Bonds pursuant to an agreement between the Purchaser and the Corporation; and

B. The modification of the interest rate on the Series 2012A Bonds and the Series 2012B Bonds requires certain amendments to the Series 2012A Original Bond Indenture and the Series 2012B Original Bond Indenture; and

C. The Issuer is authorized to enter into this First Supplemental Bond Indenture to modify certain provisions of the Series 2012A Original Bond Indenture and the Series 2012B Original Bond Indenture, to further secure the Series 2012A Bonds, the Series 2012B Bonds and any Additional Bonds hereafter issued and intended to be secured under the Series 2012A Original Bond Indenture or the Series 2012B Original Bond Indenture, as applicable, and to do or cause to be done all acts provided or required herein to be performed on its part; and

D. All acts and conditions required to happen, exist and be performed precedent to the execution and delivery of this First Supplemental Bond Indenture have happened, exist and have been performed to make this First Supplemental Bond Indenture a valid, binding and legal trust agreement for the security of the Series 2012A Bonds and the Series 2012B Bonds in accordance with its terms; and

E. The Trustee has accepted the trusts created by this First Supplemental Bond Indenture, and the Registrar has accepted its obligations under this First Supplemental Bond Indenture, and in evidence thereof this First Supplemental Bond Indenture has been executed and delivered thereby.

1. Definitions; Applicability of Series 2012A Original Bond Indenture and Series 2012B Original Bond Indenture. Words and terms used herein shall have the meanings given to them in the Series 2012A Original Bond Indenture and the Series 2012B Original Bond Indenture, as applicable.

2. Amendment of Section 1.01 of Series 2012A Original Bond Indenture. Section 1.01 of the Series 2012A Original Bond Indenture is hereby amended by amending and restating in their entirety the following definitions to read as follows:

"Applicable Spread" means the number of basis points (expressed as a percentage) determined by the Remarketing Agent or other entity appointed by the Issuer on or before an Interest Rate Determination Date subsequent to the Purchaser Mandatory Tender Date that, when added to LIBOR and multiplied by the Applicable Percentage would equal the minimum interest rate per annum that would enable the Remarketing Agent or such other entity to sell the Series 2012A Bonds on such date as a price equal to the principal amount thereon, plus accrued interest, if any, thereon. With respect to the Initial Purchaser Interest Rate Period, the Applicable Spread shall equal _____ basis points (____%).

"Purchaser Interest Rate" means, (a) with respect to Series 2012A Bonds bearing interest at the Purchaser Interest Rate prior to the Purchaser Mandatory Tender Date, the rate of interest per annum determined by the Purchasers on the Interest Rate Determination Date immediately preceding the applicable Interest Rate Adjustment Date, to be the interest rate equal to (A) the Applicable Percentage (65.001%) multiplied by the sum of (i) LIBOR plus (ii) the Applicable Spread (____%), plus (B) 0.05%, calculated on each Interest Rate Determination Date, (b) with respect to any Series 2012A Bonds bearing interest at the Purchaser Interest Rate subsequent to the Purchaser Mandatory Tender Date, the rate of interest per annum determined by the Purchasers on the Interest Rate Determination Date immediately preceding the applicable Interest Rate Adjustment Date to be the interest rate equal to the Applicable Percentage multiplied by the sum of (i) LIBOR plus (ii) the Applicable Spread, which Applicable Percentage and Applicable Spread shall be determined by the Remarketing Agent or other entity appointed by the Issuer on or before the Purchaser Mandatory Tender Date, and in such instance, the Remarketing Agent or other such entity shall notify the Issuer, the Corporation and the Purchaser of the Applicable Percentage and the Applicable Spread on the date of determination thereof by electronic means, or (c) in the event that the Purchaser Interest Rate cannot be determined pursuant to clause (a) or (b) for whatever reason, the interest rate then in effect with respect to the Series 2012A Bonds, without adjustment; provided that in no event shall the Purchaser Interest Rate exceed the Maximum Rate.

3. Amendment of Series 2012A Bond Form. The form of the Series 2012A Bonds attached as Exhibit A to the Series 2012A Original Bond Indenture is hereby amended by amending and restating in their entirety the following definitions therein to read as follows:

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"Applicable Spread" means the number of basis points (expressed as a percentage) determined by the Remarketing Agent or other entity appointed by the Issuer on or before an Interest Rate Determination Date subsequent to the Purchaser Mandatory Tender Date that, when added to LIBOR and multiplied by the Applicable Percentage would equal the minimum interest rate per annum that would enable the Remarketing Agent or such other entity to sell the Series 2012A Bonds on such date as a price equal to the principal amount thereon, plus accrued interest, if any, thereon. With respect to the Initial Purchaser Interest Rate Period, the Applicable Spread shall equal _____ basis points (____%).

On page A-10 of Exhibit A:

"Purchaser Interest Rate" means, (a) with respect to Series 2012A Bonds bearing interest at the Purchaser Interest Rate prior to the Purchaser Mandatory Tender Date, the rate of interest per annum determined by the Purchasers on the Interest Rate Determination Date immediately preceding the applicable Interest Rate Adjustment Date, to be the interest rate equal to (A) the Applicable Percentage (65.001%) multiplied by the sum of (i) LIBOR plus (ii) the Applicable Spread (____%), plus (B) 0.05%, calculated on each Interest Rate Determination Date, (b) with respect to any Series 2012A Bonds bearing interest at the Purchaser Interest Rate subsequent to the Purchaser Mandatory Tender Date, the rate of interest per annum determined by the Purchasers on the Interest Rate Determination Date immediately preceding the applicable Interest Rate Adjustment Date to be the interest rate equal to the Applicable Percentage multiplied by the sum of (i) LIBOR plus (ii) the Applicable Spread, which Applicable Percentage and Applicable Spread shall be determined by the Remarketing Agent or other entity appointed by the Issuer on or before the Purchaser Mandatory Tender Date, and in such instance, the Remarketing Agent or other such entity shall notify the Issuer, the Corporation and the Purchaser of the Applicable Percentage and the Applicable Spread on the date of determination thereof by electronic means, or (c) in the event that the Purchaser Interest Rate cannot be determined pursuant to clause (a) or (b) for whatever reason, the interest rate then in effect with respect to the Series 2012A Bonds, without adjustment; provided that in no event shall the Purchaser Interest Rate exceed the Maximum Rate.

4. Amendment of Section 1.01 of Series 2012B Original Bond Indenture. Section 1.01 of the Series 2012B Original Bond Indenture is hereby amended by amending and restating in their entirety the following definitions to read as follows:

"Applicable Spread" means the number of basis points (expressed as a percentage) determined by the Remarketing Agent or other entity appointed by the Issuer on or before an Interest Rate Determination Date subsequent to the Purchaser Mandatory Tender Date that, when added to LIBOR and multiplied by the Applicable Percentage would equal the minimum interest rate per annum that would enable the Remarketing Agent or such other entity to sell the Series 2012B Bonds on such date as a price equal to the principal amount thereon, plus accrued interest, if any, thereon. With respect to the Initial Purchaser Interest Rate Period, the Applicable Spread shall equal _____ basis points (____%).

"Purchaser Interest Rate" means, (a) with respect to Series 2012B Bonds bearing interest at the Purchaser Interest Rate prior to the Purchaser Mandatory Tender Date, the rate of interest per annum determined by the Purchasers on the Interest Rate Determination Date immediately preceding the applicable Interest Rate Adjustment Date, to be the interest rate equal to (A) the Applicable Percentage (65.001%) multiplied by the sum of (i) LIBOR plus (ii) the Applicable Spread (____%), plus (B) 0.05%, calculated on each Interest Rate Determination Date, (b) with respect to any Series 2012B Bonds bearing interest at the Purchaser Interest Rate subsequent to the Purchaser Mandatory Tender Date, the rate of interest per annum determined by the Purchasers on the Interest Rate Determination Date immediately preceding the applicable Interest Rate Adjustment Date to be the interest rate equal to the Applicable Percentage multiplied by the sum of (i) LIBOR plus (ii) the Applicable Spread, which Applicable Percentage and Applicable Spread shall be determined by the Remarketing Agent or other entity appointed by the Issuer on or before the Purchaser Mandatory Tender Date, and in such instance, the Remarketing Agent or other such entity shall notify the Issuer, the Corporation and the Purchaser of the Applicable Percentage and the Applicable Spread on the date of determination thereof by electronic means, or (c) in the event that the Purchaser Interest Rate cannot be determined pursuant to clause (a) or (b) for whatever reason, the interest rate then in effect with respect to the Series 2012B Bonds, without adjustment; provided that in no event shall the Purchaser Interest Rate exceed the Maximum Rate.

5. Amendment of Series 2012B Bond Form. The form of the Series 2012B Bonds attached as Exhibit A to the Series 2012B Original Bond Indenture is hereby amended by amending and restating in their entirety the following definitions therein to read as follows:

On page A-7 of Exhibit A:

"Applicable Spread" means the number of basis points (expressed as a percentage) determined by the Remarketing Agent or other entity appointed by the Issuer on or before an Interest Rate Determination Date subsequent to the Purchaser Mandatory Tender Date that, when added to LIBOR and multiplied by the Applicable Percentage would equal the minimum interest rate per annum that would enable the Remarketing Agent or such other entity to sell the Series 2012B Bonds on such date as a price equal to the principal amount thereon, plus accrued interest, if any, thereon. With respect to the Initial Purchaser Interest Rate Period, the Applicable Spread shall equal _____ basis points (____%).

On page A-10 of Exhibit A:

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"Purchaser Interest Rate" means, (a) with respect to Series 2012B Bonds bearing interest at the Purchaser Interest Rate prior to the Purchaser Mandatory Tender Date, the rate of interest per annum determined by the Purchasers on the Interest Rate Determination Date immediately preceding the applicable Interest Rate Adjustment Date, to be the interest rate equal to (A) the Applicable Percentage (65.001%) multiplied by the sum of (i) LIBOR plus (ii) the Applicable Spread (____%), plus (B) 0.05%, calculated on each Interest Rate Determination Date, (b) with respect to any Series 2012B Bonds bearing interest at the Purchaser Interest Rate subsequent to the Purchaser Mandatory Tender Date, the rate of interest per annum determined by the Purchasers on the Interest Rate Determination Date immediately preceding the applicable Interest Rate Adjustment Date to be the interest rate equal to the Applicable Percentage multiplied by the sum of (i) LIBOR plus (ii) the Applicable Spread, which Applicable Percentage and Applicable Spread shall be determined by the Remarketing Agent or other entity appointed by the Issuer on or before the Purchaser Mandatory Tender Date, and in such instance, the Remarketing Agent or other such entity shall notify the Issuer, the Corporation and the Purchaser of the Applicable Percentage and the Applicable Spread on the date of determination thereof by electronic means, or (c) in the event that the Purchaser Interest Rate cannot be determined pursuant to clause (a) or (b) for whatever reason, the interest rate then in effect with respect to the Series 2012B Bonds, without adjustment; provided that in no event shall the Purchaser Interest Rate exceed the Maximum Rate.

6. Concerning the Trustee. The Trustee hereby accepts the trusts hereby declared and provided and agrees to perform the same upon the terms and conditions set forth in the Series 2012A Original Bond Indenture, the Series 2012B Original Bond Indenture and in this First Supplemental Bond Indenture. Except as otherwise provided in Section 6.01 of the Series 2012A Original Bond Indenture and Section 6.01 of the Series 2012B Original Bond Indenture, the Trustee shall not be responsible for or in respect of the validity or sufficiency of the security of this First Supplemental Bond Indenture or the due execution thereof by the Issuer, nor for or in respect of the recitals contained herein.

7. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the Issuer contained in this First Supplemental Bond Indenture are and shall be deemed to be covenants, stipulations, obligations and agreements of the Issuer to the full extent authorized by the Act and permitted by the Constitution of the State of Ohio. No covenant, stipulation, obligation or agreement of the Issuer contained in this First Supplemental Bond Indenture shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council member, officer, agent or employee of the Issuer in other than that person's official capacity. Neither the members of the Board of County Commissioners of the Issuer nor any official executing the Series 2012A Bonds, the Series 2012B Bonds, this First Supplemental Bond Indenture, or any amendment or supplement hereto or thereto shall be liable personally on the Series 2012A Bonds or the Series 2012B Bonds or be subject to any personal liability or accountability by reason of the issuance or execution hereof or thereof.

8. Binding Effect. This First Supplemental Bond Indenture shall inure to the benefit of and shall be binding upon the Issuer and the Trustee and their respective successors and assigns, subject, however, to the limitations contained herein.

9. Counterparts. This First Supplemental Bond Indenture may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

10. Governing Law. This First Supplemental Bond Indenture, the Series 2012A Bonds and the Series 2012B Bonds shall be deemed to be contracts made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Issuer has caused this Combined First Supplemental Bond Indenture to be executed for it and in its name and on its behalf by its duly authorized officer; and the Trustee, as evidenced of its acceptance of the trusts created hereunder, has caused this Combined First Supplemental Bond Indenture to be executed for it and in its name and on its behalf by its duly authorized officer, as Trustee and as Registrar, all as of the day and year first above written.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Absent

13
RESOLUTION NO. 15-1130

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN
DAVID R. SHELLHOUSE AND TERESA J. SHELLHOUSE AND THE BOARD OF DELAWARE
COUNTY COMMISSIONERS FOR SAWMILL PARKWAY EXTENSION:**

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

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Whereas, the County Engineer recommends approval of the contract of sale and purchase with David R. Shellhouse and Teresa J. Shellhouse for the project known as Sawmill Parkway Extension.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with David R. Shellhouse and Teresa J. Shellhouse for the project known as Sawmill Parkway Extension as follows:

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 17th day of September, 2015, David R. Shellhouse and Teresa J. Shellhouse, husband and wife, whose address is 2748 US Highway 42, Delaware, Ohio 43015, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
91-WD Sawmill Parkway Extension

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Fifty Thousand Dollars (\$50,000.00)** which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - (A) All title, rights, and interest in and to the PROPERTY; and,
 - (B) For damages to any residual lands of the SELLER; and,
 - (C) For SELLER's covenants herein; and,
 - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
 - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.

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6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT 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,

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premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
- 16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURACHER, 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.
- 17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion Mrs. Lewis Absent Mr. Benton Aye Mr. Merrell Aye

**14
RESOLUTION NO. 15-1131**

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN CHRISTOPHER A. WHITE & HEIDI M. HAUPT AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR14-3.17, E. POWELL ROAD WIDENING:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Christopher A. White & Heidi M. Haupt for the project known as DEL-CR14-3.17, E. Powell Road Widening.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Christopher A. White & Heidi M. Haupt for the project known as DEL-CR14-3.17, E. Powell Road Widening as follows:

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 17th day of September, 2015, Christopher A. White & Heidi M. Haupt, whose address is 3750 E. Powell Road, Lewis Center, Ohio 43035 hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)
193-WD, 193-CH, 193-T1 and 193-T2 – DEL-CR14-3.17, E. Powell Road Widening

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

- 1. PURCHASER promises and agrees to pay to the SELLER the total sum of Forty-Five Thousand One Hundred Dollars (\$45,100) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - a. All title, rights, and interest in and to the PROPERTY; and,
 - b. For damages to any residual lands of the SELLER; and,
 - c. For SELLER’s covenants herein; and,
 - d. For expenses related to the relocation of the SELLER, their family, and business; and,
 - e. For any supplemental instruments necessary for transfer of title.
 - f. It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year’s taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments,

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etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.
 - a. In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.
11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use

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or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees.

- 12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER’s heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER’s heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER’s business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
- 13. This CONTRACT shall be binding upon the SELLER and the SELLER’s heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
- 14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
- 16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURACHER, 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.
- 17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Absent

**15
RESOLUTION NO. 15-1132**

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN JOHN DANIEL AND KIMBERLY S. CASCIOLI AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR DEL-CR14-3.17, E. POWELL ROAD WIDENING:

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

Whereas, the County Engineer recommends approval of the contract of sale and purchase with John Daniel and Kimberly S. Cascioli for the project known as DEL-CR14-3.17, E. Powell Road Widening.

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with John Daniel and Kimberly S. Cascioli for the project known as DEL-CR14-3.17, E. Powell Road Widening as follows:

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 17th day of September, 2015, John Daniel and Kimberly S. Cascioli, whose address is 3684 E. Powell Road, Lewis Center, Ohio 43035 hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to

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wit:

See Attached Exhibit A (Property Description)
185-WD, 185-CH and 185T at 3685 E. Powell Road, Lewis Center, Ohio
DEL-CR14-3.17, E. Powell Road Widening

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Four Thousand Six Hundred Dollars (\$4,600.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - a. All title, rights, and interest in and to the PROPERTY; and,
 - b. For damages to any residual lands of the SELLER; and,
 - c. For SELLER's covenants herein; and,
 - d. For expenses related to the relocation of the SELLER, their family, and business; and,
 - e. For any supplemental instruments necessary for transfer of title.
 - f. It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.
2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.

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9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.
 - a. In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.
11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT 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 CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, 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.

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17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Absent Mr. Benton Aye

**16
RESOLUTION NO. 15-1133**

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

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

PRELIMINARY LEGISLATION

**PID _____
DEL-3-7.21**

The following is a Resolution enacted by the Delaware County Commissioners, Delaware County, Ohio, hereinafter referred to as the County in the matter of the stated described Project.

SECTION I - Project Description

WHEREAS, the Ohio Department of Transportation (“ODOT”) has conducted a safety study of the intersection of State Route 3 and South Galena Road/Walnut Street in cooperation with the County Engineer; and,

WHEREAS, the study found that safety improvements (the “Improvement”) to the intersection consisting of a modern roundabout or a traffic signal with turn lanes are warranted; and,

WHEREAS, the Village of Galena corporation limits include a portion of the intersection, and a portion of the intersection is in the unincorporated area of Delaware County, thereby creating a split jurisdiction of the intersection; and,

WHEREAS, ODOT administers the Highway Safety Improvement Program funding Safety Program (“HSIP”) which provides federal highway funding for road safety upgrades throughout the State, and it has been determined that this location is eligible for funding through the HSIP; and,

WHEREAS, R.C. 5555.022 provides that a Board of County Commissioners may improve any public road(s) or portions of any public road(s) 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, the Ohio Department of Transportation (“ODOT”), Delaware County (“County”) and the Village of Galena (“Village”) desire to cooperate in completing the **Installation of new signal and left turn lanes on SR-3 at South Galena Road or construction of a modern roundabout**, hereinafter referred to as the “Project”;

NOW THEREFORE, be it resolved by the Board of Commissioners of Delaware County, Ohio that:

SECTION II - Consent Statement

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

SECTION III - Cooperation Statement

The County will cooperate with ODOT in the above described project as follows:

The County will cooperate with the Director of Transportation of the State of Ohio in the planning, design, and construction of the identified highway improvement 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;

Delaware County will assume and bear one hundred percent (100%) of the costs of preliminary engineering, and right-of-way acquisition.

For the construction phase, ODOT, if HSIP funding is approved for the project, will provide 50% funding for the improvement, and the County and Village will pay for the remaining 50% of construction costs, less any grants obtained by the County and/or Village for the Project. The County will act as the lead Local Public Agency through any required legislation and agreements. County’s contribution is conditional upon approval

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of legislation and funding by the Village, and obtaining a minimum of 50% funding of the construction of the Project through HSIP.

SECTION IV - Utilities and Right-of-Way Statement

The County will acquire, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The County also understands that right-of-way costs include eligible utility costs. The County has 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 County, the County 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 Local Project Agency 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 binding upon the County.

Vote on Motion Mrs. Lewis Absent Mr. Merrell Aye Mr. Benton Aye

**17
RESOLUTION NO. 15-1134**

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY:

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

WHEREAS, the Board of Delaware County Commissioners (the "Board") deems it necessary for the public convenience and welfare to construct a highway improvement known as the Sawmill Parkway Extension by construction, reconstruction, installation, replacement, repair, maintenance and improvement of Sawmill Parkway north of Hyatts Road in Delaware County, Ohio (the "Improvement"); and

WHEREAS, the Board has determined that additional land is necessary for the Improvement and that the Board and property owners were unable to agree on the terms of conveyance through good faith negotiations; and

WHEREAS, the Board has determined the fair market value ("FMV") for the property to be appropriated and any resultant damages; and

WHEREAS, the Board has determined that it is necessary to take immediate possession of the property to be appropriated via the "quick take" procedure under section 163.06(B) of the Revised Code;

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

Section 1. The Board deems it necessary, and it is hereby declared to be the intention of the Board, to appropriate the following property necessary for the Improvement and determines the FMV for the same:

Property Owner(s)	Interest to be Appropriated	FMV
John F. Lane; Mary Jo Lane; Mary Jo Lane, Trustee of the Mary Jo Lane Trust Dated March30, 2007; MJL Farms, LLC	79-WD, CH, T1, T2, T3	\$422,100.00
Wolf Industrial Park Company	84-WD, CH	\$298,016.00
RS 42 North, LLC & GML Holding, LLC	86-WD	\$13,599.00
The Crown Group, Ltd.	87-WD	\$20,511.00
JES Delaware Ohio, LLC	88-WD, SD, T	\$117,556.00

The parcel identifiers listed in the table above are taken from the approved right-of-way plans and highway construction plans for the Improvement, which are, by this reference, fully incorporated herein and are on file and available for inspection or copying at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

Section 2. The appropriations deemed necessary herein being for the purpose of making or repairing roads

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which shall be open to the public without charge, the Board further deems it necessary, and hereby states its intention, to immediately obtain and take possession of and enter upon the property to be appropriated upon filing the Petition and depositing the FMV with the Court, in accordance with section 163.06(B) of the Revised Code.

Section 3. The Board hereby directs the Delaware County Prosecuting Attorney to commence the appropriation proceedings on behalf of the Board.

Section 4. This Resolution shall take effect and be in force immediately upon passage.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Absent

WITHOUT OBJECTION, THE BOARD ALLOWED CHARLES MILEY (TRUSTEE TO BROWN TOWNSHIP) TO SPEAK ON THE TOPIC OF EMS FUNDING

WITHOUT OBJECTION, A MOTION WAS MADE BY COMMISSIONER MERRELL AND SECONDED BY COMMISSIONER BENTON TO MOVE EXECUTIVE SESSION UP ON THE AGENDA

**29
RESOLUTION NO. 15-1135**

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYEMENT; PROMOTION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn into Executive Session at 9:58 AM.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Absent

RESOLUTION NO. 15-1136

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn out of Executive Session at 10:48 AM.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

**18
RESOLUTION NO. 15-1137**

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR LIBERTY TRACE SECTION 1:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following sanitary sewer construction plans for Liberty Trace Section 1 for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Liberty Trace Section 1 for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Liberty Trace Section 1 for submittal to the Ohio EPA for their approval.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

**19
RESOLUTION NO. 15-1138**

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND THE INTENT OF SELLING SUCH PROPERTY VIA INTERNET AUCTION OR DISPOSAL OF PROPERTY OF NO VALUE:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, Delaware County has personal property not needed for public use, obsolete, or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code Section 307.12 (E) allows, by resolution the sale of such property by internet auction; and

WHEREAS, the Delaware County Board of Commissioners passed Resolution 12-79 on January 23, 2012,

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declaring its intent to sell such property by internet auction; and

WHEREAS, certain of such property may require a signature to transfer such property from the county to a buyer; and

WHEREAS, certain of such property may receive no bids during the internet auction and can be declared to be of no value;

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio that the following property listed below be sold in the manner prescribed in Resolution 12-79 and the disposal or salvage of property that has no value. The President of the Board of Commissioners is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

<u>Item/Asset Type</u>	<u>Manufacturer/Model</u>	<u>Serial Number/Asset Number</u>
Semi-Truck	1997 Ford	1FDYW96M4WVA09520
Semi-Truck	1999 Freightliner	1FUY3ECB9XPB83884
Field Gymmy	2001 GMC	1GDT7H4C61J506998
Electrical Control Cabinet	Gorman Rupp	N/A
MCC-Buckets(Qty 4)	Allen Bradley	N/A
Submersible Pumps (Qty 4)	Flygt	721.000-5155 3300.721.5032

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

**20
RESOLUTION NO. 15-1139**

IN THE MATTER OF APPROVING CHANGE ORDER NO. 10 WITH MEADE CONSTRUCTION, INC. FOR THE 2014 ROOF REPLACEMENT FOR ALUM CREEK WATER RECLAMATION FACILITY DCES 14-03:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

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

Whereas, the County incurred additional consulting fees as a result of the project not being complete by December 16, 2014; and

Whereas, the contractor is responsible for these consulting fees; and

Whereas, there is a decrease of \$57,609.39 in the Contract Sum; and

Whereas, there is no change in the Contract Time; and

Whereas, the Sanitary Engineer recommends approving Change Order No. 10.

THEREFORE BE IT RESOLVED that the Delaware County Board of Commissioners approve Change Order No. 10 for the 2014 Roof Replacement for Alum Creek Water Reclamation Facility and authorize the Sanitary Engineer to sign the Change Order document.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

**21
RESOLUTION NO. 15-1140**

IN THE MATTER OF ISSUING SUBSTANTIAL COMPLETION TO MEADE CONSTRUCTION, INC. FOR THE 2014 ROOF REPLACEMENT FOR ALUM CREEK WATER RECLAMATION FACILITY DCES 14-03:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

Whereas, Meade Construction, Inc. has completed the Roof replacement to the point where the County may start using the new improvements.

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THEREFORE BE IT RESOLVED that Delaware County issues a Certificate of Substantial Completion to Meade Construction, Inc. for the 2014 Roof Replacement for Alum Creek Water Reclamation Facility Project and authorize the Sanitary Engineer to sign the Substantial Completion document.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

22

RESOLUTION NO. 15-1141

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS
NORTHSTAR DEVELOPMENT WATER RECLAMATION FACILITY STRUCTURAL REPAIRS:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following sanitary sewer construction plans for Northstar Development Water Reclamation Facility Structural Repairs for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Northstar Development Water Reclamation Facility Structural Repairs for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Northstar Development Water Reclamation Facility Structural Repairs for submittal to the Ohio EPA for their approval.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

Note: Resolution No. 17-328 (In The Matter Of Correcting Scrivener's Errors In Resolution Nos. 15-1142 And 17-174) From April 6, 2017

23

RESOLUTION NO. 15-1142

**IN THE MATTER OF APPROVING THE THIRD SUPPLEMENTAL DEVELOPER'S
AGREEMENT BETWEEN NORTHSTAR RESIDENTIAL DEVELOPMENT, LLC AND THE
BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY:**

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

THIRD SUPPLEMENTAL DEVELOPER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Third Supplemental Agreement is made and entered into on this 17th day of September 2015, by and between **NorthStar Residential Development, LLC, an Ohio limited liability company, as successor-in-interest to Northstar Land LLC** (hereinafter called "Developer"), and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County"). The Developer and County intend this Agreement to serve as a Third Supplemental Agreement to the following agreements:

- A. Developer's Agreement for Northstar Water Reclamation Facility Improvement Plans by and between Northstar Land LLC and the County, approved on August 3, 2006 per Resolution 06-1002, as modified by that Supplemental Developer's Agreement by and between Developer and the County, approved on December 2, 2014 per Resolution 14-1389 (the "FIRST SUPPLEMENTAL AGREEMENT", and jointly, the "DEVELOPER'S AGREEMENT").
- B. Sanitary Subdivider's Agreement for Northstar Section 1, Phase D approved on February 3, 2014 per Resolution No. 14-111.
- C. Second Supplemental Developer's Agreement approved on August 20, 2015 per Resolution No. 15-976.

SECTION II: SCOPE OF WORK

The Developer is to construct, install or otherwise make all public improvements (the "Repairs") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **NorthStar Development Water Reclamation Facility Structural Repairs**, which drawings and specifications are dated **September 11, 2015 (the "PLANS")**, and which were approved by the County on **September 17, 2015**, by *Resolution No. 15-1141*, all of which are a part of this Agreement. The Developer shall pay the entire cost and expense of the Repairs.

SECTION III: FINANCIAL WARRANTY

The DEVELOPER shall maintain a performance bond, certified check, irrevocable letter of credit, or

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other approved financial warranty for these REPAIRS in the amount of \$695,229.00 until the reconstruction is complete and accepted by the Sanitary Engineer and the COUNTY.

The Developer shall within thirty (30) days following completion of construction, and prior to final acceptance of the Repairs by the COUNTY, furnish to the Delaware County Sanitary Engineer a two (2) year maintenance bond, or other approved financial warranties, in the amount of one million dollars (\$1,000,000).

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 Repairs.

SECTION IV: FEES

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 construction cost of the Repairs for review of the PLANS. The construction costs are estimated to be **\$2,233,962.50**. The Review Fees shall be **\$78,188.69**. The Developer shall also deposit with the Delaware County Sanitary Engineer the sum of **\$135,000.00** estimated to be necessary to pay the cost of inspection of REPAIRS by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Repairs being installed or constructed by the Developer and shall keep complete and accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$1200.00 or less, as a result of charges against the fund at the rate of:

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

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Developer shall make an additional deposit of \$1000.00 to the fund. Upon completion of all Repairs provided herein and acceptance of Repairs by the County, any unused portions of the inspection fund shall be repaid to the Developer within thirty (30) days of acceptance of the REPAIRS. In addition to the charges above, the Developer shall pay the cost of any third party inspection services for **the Repairs** as required by the County.

SECTION V: CONSTRUCTION

The REPAIRS shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners (subject to force majeure), but extensions of time may be granted if approved by the County Commissioners.

The Developer shall indemnify and save harmless the County, Townships, Cities, 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 relating to Developer's construction of the REPAIRS, or by or on account of any accident caused by Developer's or its contractors' or their agents' or employees' negligence, or any other act or omission of the Developer, and any of its contractors or the contractors' agents or employees in connection with the construction of the REPAIRS.

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 reasonable opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Developer must install any of the Repairs 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 Delaware County Sanitary Engineer shall evaluate this request.

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 to the construction and operation of the Repairs.

SECTION VI: COMPLETION OF CONSTRUCTION

Within thirty (30) days after DEVELOPER notifies the Delaware County Sanitary Engineer that the REPAIRS are complete, the Delaware County Sanitary Engineer shall either (i) certify in writing to the COUNTY that the REPAIRS are complete, or (ii) provide DEVELOPER with a written punchlist of any and all items the Delaware County Sanitary Engineer may have with respect to the REPAIRS. The punchlist shall be a complete, final, and comprehensive list of all items to which the Delaware County Sanitary Engineer has comment.

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The County shall, promptly 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 Repairs described herein and accept and assume operations and maintenance of the Repairs.

The Developer shall within thirty (30) days following completion of construction of the Repairs, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Repairs which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a flash drive with the plans in .DWG format & .PDF format.
- (2) An itemized statement showing the cost of the Repairs.
- (3) A 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 the construction of the Repairs.

Should the Developer become unable to carry out the provisions of this Agreement, the Developer's 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 Repairs 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, for a period of two (2) years after acceptance of the Repairs by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Repairs, if any, shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Repairs.

The DEVELOPER further agrees to warranty to the COUNTY, for a period of twenty (20) years from the date of acceptance of REPAIRS (the "LINER WARRANTY"), against the failure of all or any portion of the Rhino Lining's Extreme 11-55 GT elastomer sewer tank liner (the "LINER"). In the event all or any portion of the LINER fails during the 20-year term of the LINER WARRANTY, DEVELOPER shall be responsible for the cost and installation of a replacement LINER (or applicable portion thereof) of similar design and quality. The LINER WARRANTY is subject to the requirement that the COUNTY routinely inspect the LINER and promptly inform DEVELOPER of any issues or concerns. The LINER WARRANTY shall expressly exclude any occurrence or conditions for which the COUNTY is insured, or any negligence or misconduct of the COUNTY, or any operation of the FACILITY in a way which is inconsistent with the intended use of the FACILITY or the LINER.

SECTION VII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Developer or its agent the right and privilege to make the Repairs stipulated herein and as shown on the approved plans.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

**24
RESOLUTION NO. 15-1143**

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

The Director of Environmental Services recommends the promotion of Marshall Yarnell from a Lead Operator to Operations Manager with the Regional Sewer District; effective September 19, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the promotion of Marshall Yarnell from a Lead Operator to Operations Manager with the Regional Sewer District; effective September 19, 2015.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

**25
RESOLUTION NO. 15-1144**

IN THE MATTER OF APPROVING THE PARTICIPATION AGREEMENT BETWEEN THE COUNTY EMPLOYEE BENEFIT CONSORTIUM OF OHIO, INC. ("CEBCO") AND THE COUNTY OF DELAWARE OHIO:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

Whereas, the Assistant County Administrator / Director of Administrative Services and the Insurance, Risk

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and Wellness Coordinator recommend the Participation Agreement between the County Employee Benefit Consortium of Ohio, Inc. ("CEBCO") and the County of Delaware Ohio;

Therefore Be It Resolved, the Board of Commissioners approve the following Participation Agreement between the County Employee Benefit Consortium of Ohio, Inc. ("CEBCO") and the County of Delaware Ohio.

**COUNTY EMPLOYEE BENEFIT CONSORTIUM OF OHIO, INC.
PARTICIPATION AGREEMENT**

This Participation Agreement (the "Agreement") is made between the County Employee Benefit Consortium of Ohio, Inc. ("CEBCO"), an Ohio corporation not for profit, and the **County of Delaware** Ohio (the "Member"), a political subdivision of the State of Ohio. This Agreement shall commence at 12:01 a.m. on the 1st day of January, 2016, and shall terminate at 11:59 p.m. on the 31st day of December, 2018.

I. RECITALS

- 1.1 The purpose of CEBCO is to assist its Members in controlling employee benefit plan costs. CEBCO is not intended to operate as an insurance company, but rather is a corporation not for profit through which political subdivisions of the State of Ohio may collectively pool their resources to purchase employee benefit programs.
- 1.2 The Member is a political subdivision of the State of Ohio as "political subdivision" is defined in Section 9.833 of the Ohio Revised Code and the Member performs certain governmental functions and services as those terms are defined therein.
- 1.3 The Member desires to contract with CEBCO in order to obtain employee benefit plan coverage and administrative services relating to certain employee benefit plans for its officials, employees, and their eligible dependents.
- 1.4 The Member acknowledges that this Agreement is a contract with CEBCO and each political subdivision that is a member of CEBCO and that CEBCO may contract with other political subdivisions wishing to participate, at the discretion of CEBCO.
- 1.5 The Member's governing body has agreed to the terms and conditions of this Agreement and has acted in due course to authorize the execution of this Agreement and participation in CEBCO.
- 1.6 This Agreement is made pursuant to the authority granted by Section 9.833 of the Ohio Revised Code.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CEBCO's program.

"Benefit Proposal" shall mean the final benefit and rate proposal submitted to the Member each year by CEBCO, to provide medical, dental, prescription drug and/or life insurance coverage.

"Board" shall mean the Board of Directors of CEBCO. Further information on the Board is contained in the CEBCO Code of Regulations.

"Funding Rates" shall mean the Member's share of the cost of funding, operating and maintaining the CEBCO benefit programs, as further set forth in Article VI of this Agreement. The Funding Rates will be actuarially determined each year and are intended to cover the annual costs of the benefit programs.

"Incurred but not Reported Claims" shall mean claims that have been incurred but not reported to the CEBCO claims administrator or insurer.

"Program Costs" shall mean those costs described in Article VI of this Agreement.

III. CEBCO'S OBLIGATIONS

3.1 Acceptance of Member. Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CEBCO agrees to accept the Member as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

3.2 Provision of Coverage. CEBCO agrees to provide the coverages shown in the Benefit Proposal, and to set rates annually therefor. Coverage may be provided in whole or in part by administrative agreements, insurance policies or by other appropriate means of providing such coverage.

3.3 Report of Actuary. Within ninety (90) days after the last day of each fiscal year, CEBCO shall obtain and make available to Members a written report by a member of the American Academy of Actuaries concerning the benefit program operated by it. Such report shall certify whether, in the exercise of sound and prudent actuarial judgment, the amounts reserved by CEBCO to cover potential cost of health care benefits for the officials, employees and eligible dependents of its Members are sufficient for such purpose, are computed in accordance with accepted loss reserving standards, and are fairly stated in accordance with sound loss reserving principles. Such report shall also include a listing of disbursements made for the administration of the program, including claims paid, costs of the legal representation of political subdivisions and employees, and fees paid to consultants, and shall contain such other items as are necessary to achieve compliance with the requirements of Section 9.833(C)(1) of the Ohio Revised Code.

3.4 Financial Audit. Within ninety (90) days after the last day of each fiscal year, CEBCO shall obtain and make available to Members a written financial audit of CEBCO for the preceding year by an independent certified public accounting firm.

3.5 Reports to Members. CEBCO will provide to each Member an annual summary of the

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Member's claims experience and renewal rate calculation. Members will have access to additional reports on a quarterly basis.

3.6 Appeals Process. CEBCO will provide a claims appeals process for the review of denied claims. The CEBCO appeals process will only be available once the vendor/administrator appeals process has been exhausted.

IV. MEMBER'S OBLIGATIONS

4.1 Acceptance of Membership. Subject to the provisions of this Agreement regarding withdrawal or expulsion, the Member agrees to become a member of CEBCO and to remain such for the term of this Agreement, and to perform the duties and obligations set forth below.

4.2 Payments. The Member shall promptly pay all Funding Rates associated with the coverages it elects, as such Funding Rates are set and billed to the Member by CEBCO and as outlined in Section VI of this Agreement. Failure of the Member to pay its Program Costs within ten (10) days of the due date shall be considered a delinquency. In the event of a delinquency, interest at the rate of five percent (5%) per annum may be added to the amount due and owing.

4.3 Collective Bargaining Agreements. This Agreement is not intended to be incorporated into any collective bargaining agreements of the Member. It is the Member's responsibility to assure that compatible provisions are included in any collective bargaining agreements.

4.4 CEBCO Procedures. Every Member shall furnish all the information which may legally be released and which CEBCO deems necessary and useful for the purposes of this Agreement and shall abide by the procedures adopted for the administration of the coverages shown in the Benefit Proposal and accepted by the Member.

4.5 Insurance and Reinsurance. CEBCO may purchase insurance, stop loss or excess loss coverage, and/or reinsurance, and each Member is subject to the terms and conditions of any such insurance, stop loss or excess loss coverage, or reinsurance.

4.6 Voting Representative. The Member agrees to designate a voting representative and alternate in accordance with CEBCO's Code of Regulations.

4.7 Cooperation. The Member will cooperate fully with CEBCO in activities relating to the purposes and powers of CEBCO, including allowing the attorneys and others designated by CEBCO to represent any Member in the investigation, settlement, and litigation of any claim made against the Member or CEBCO within the scope of the benefit programs provided by CEBCO.

4.8 Report to CEBCO. The Member agrees to report to CEBCO as soon as reasonably possible, all incidents or occurrences that would reasonably be expected to result in CEBCO being required to consider a claim against the Member, its agents, officers, or employees, within the scope of a Benefit Plan being furnished by CEBCO.

4.9 Withdrawal. The Member's rights as to withdrawal shall be governed by Article VIII of this Agreement.

4.10 Membership in CCAO. The Member agrees that it will remain a member of the County Commissioners Association of Ohio during the term of this Agreement.

4.11 Administrative and Service Agreements. CEBCO will enter into various administrative and service agreements for the purpose of operating the benefit programs. The Member agrees to be bound by the terms and conditions of such agreements.

V. PROGRAM DESCRIPTION

CEBCO intends to provide medical, dental, prescription drug and life insurance coverages for the officials, employees and dependents of its Members. The medical, dental and prescription drug programs are self-funded programs that are supported by the contributions of the Members. The amounts necessary to fund the benefit programs will be established annually by the Board, with the advice of its insurance and actuarial advisors.

Notwithstanding the above, the Board may modify the program structure from time to time if it determines, in its discretion, that a modification is in the best interests of the program and the Members.

V. MEMBER CONTRIBUTIONS

6.1 Funding Rates. CEBCO will bill for, and the Member will pay, Funding Rates as set forth in this Section. The Member's share of the cost of funding, operating and maintaining the benefit consortium ("Funding Rates") shall consist of all the following:

- a. its claims fund contribution;
- b. its incurred but not reported claims contribution;
- c. its claims contingency reserve fund contribution; and
- d. its fixed costs.

The Member understands that the cost components set forth in items a. through d. above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance).

The Member further understands that its share of the cost has been computed by CEBCO's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a discriminatory manner.

6.2 Surplus. The Board, in its sole discretion, may apply surplus funds toward the contributions

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of Members for any subsequent year, return some portion of such surplus, or retain all such funds to create a reserve against future loss and/or to fund any other necessary and proper cost, liability and/or expense of CEBCO. Distribution of any surplus funds may be based on each Member's and the CEBCO's loss experience and such other factors as the Board deems appropriate under the circumstances.

6.3 Deficits. As specified in Section 8.2 of this Agreement, upon Withdrawal Prior to Expiration of Agreement, the Member will be responsible for the payment of any and all deficits that are attributable to the Member during its participation in CEBCO.

6.4 Assessments. The Funding Rates quoted in the Benefit Proposal are projected to cover the annual Member contributions for the quoted benefit period. However, the Board reserves the right to charge an assessment if needed to maintain the financial solvency of CEBCO.

VII. TERM OF AGREEMENT

7.1 Initial Term. The initial term of this Agreement is the period specified in the introductory paragraph of this Agreement. The Member agrees to remain a Member for the entire Initial Term. The Member may then commit to continue participation in three-year cycles. The Member shall remain fully liable and responsible for meeting any and all of its duties, liabilities and responsibilities hereunder, including, but not limited to, the monthly payment of its Funding Rates and the payment of any assessments during any three year term.

7.2 Notice of Subsequent Terms. No later than thirty (30) days following its receipt of notice from CEBCO that the term of this Agreement is expiring and that the program will be renewed, the Member shall notify the Board in writing whether or not it intends to continue its participation beyond the expiring term.

VII. WITHDRAWAL AND RE-ENTRY

8.1 Withdrawal Upon Expiration of Agreement. Upon the expiration of this Agreement, the Member may withdraw from any or all of the benefit plans of which it was a participant without penalty. The Member will be responsible for paying the Funding Rates (as defined in Section 6.1 hereof) and assessments, if any, that were applicable during the term of this Agreement. From and after the effective time of withdrawal, neither CEBCO nor its agents shall have any liabilities to the Member to provide employee benefits. No withdrawing Member shall have any rights whatsoever to participate in the distribution of the surplus funds of CEBCO, and shall remain responsible for any assessments made by the Board for any one or more years of the Member's participation in CEBCO.

8.2 Withdrawal Prior To Expiration of Agreement. If the Member withdraws from prior to expiration of this Agreement, the Member will be responsible for paying any outstanding Funding Rates (as defined in Section 6.1 hereof) and all assessments made by the Board for any one or more years of the Member's participation in CEBCO. The Member shall also be responsible for paying for the claims and administrative fees associated with the processing of the Incurred But Not Reported Claims after the Member has left CEBCO. The Member will be responsible for the payment of any and all deficits that are attributable to the Member during its participation in CEBCO. The Member will not be entitled to share in any surplus that may have accrued during its participation in CEBCO. The Member will be responsible for an early withdrawal fee of \$2.00 per employee, multiplied by the number of months remaining on this Agreement. CEBCO will process claims for the Member for 180 days following the date of early withdrawal. Payment of Incurred but not Reported Claims, deficits and early withdrawal fee is due 180 days following the Member's date of early withdrawal.

8.3 Re-Entry. A Member which withdraws from CEBCO, whether prior to the expiration date of this Agreement, may be readmitted to membership in CEBCO on or after the third anniversary of its date of withdrawal and with the express approval of the Board. A Member that leaves upon expiration of the agreement may be readmitted to membership in CEBCO without incurring a waiting period.

IX. EXPULSION

9.1 Expulsion. The Member may be expelled from membership in CEBCO, if the Member materially breaches or violates any of the terms of this Agreement or misrepresents itself. Without limiting the generality of the foregoing, the failure of the Member to promptly make payments to CEBCO in complete conformity with the provisions of this Agreement shall be deemed to be a material breach and violation of this Agreement, which warrants expulsion.

9.2 Expulsion Proceedings. Upon a majority vote of the Board, the Board may initiate expulsion proceedings by giving written notice to the Member, which notice outlines the nature of the breach, violation, misrepresentation or failure, along with a reasonable opportunity of not less than thirty (30) days to cure the alleged breach, violation, misrepresentation or failure. If the alleged breach, violation, misrepresentation or failure is not cured, the Member may request a hearing before the Board within fifteen days after the expiration of the time to cure, at which time the Member may present its case. A decision by the Board to expel the Member following such hearing shall be final and shall take effect sixty (60) days after the date of such decision. Upon expulsion, the expelled Member shall be bound by the provisions of Section 8.2 of this Agreement.

IX. DISSOLUTION

CEBCO may be dissolved by the written agreement of no less than two thirds (2/3) of all Members. After a vote to dissolve CEBCO, the Board shall complete CEBCO's business as quickly as practicable, but in any event shall complete this process no later than twelve (12) months after the termination date. During such period, CEBCO shall continue to pay all claims and expenses until its funds are exhausted. After payment of all claims and

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expenses, or upon termination of the aforesaid twelve (12)-month period, any remaining surplus funds held by CEBCO shall be paid to the Members of CEBCO who remain Members as of the termination date. The Board shall determine the manner in which such surplus funds shall be distributed, and shall consider

a) the percentage relationship which each Member's contributions to CEBCO for the prior three calendar years bears to all Members' contributions to CEBCO for that same time period; and

b) the loss experience of each Member for the prior three calendar years.

After payment of all claims and expenses, or upon expiration of the aforesaid twelve (12)-month period, any remaining deficits shall be the responsibility of the Members of CEBCO who remained Members as of the date of adoption of the resolution to dissolve. The Board shall determine the manner in which the deficit is allocated to Members, and shall consider among other things each Member's share based on the number of each Member's employees covered for the duration of the program as a proportion of all employees covered for the duration of the program.

Each Member acknowledges that its coverage under this program is self-insured, and therefore it remains responsible for the payment of benefits under the program in the event CEBCO fails to make such payments.

CEBCO may require that the Member provide written documentation satisfactory to the Board, in its sole judgment, that such Member has the requisite capacity and authority, and has obtained all required approvals, to vote on any matter contemplated by this Article X.

CEBCO shall not be responsible for any claims filed after the aforesaid twelve (12)-month period. The Member shall remain obligated to make payments to CEBCO pursuant to Section 6.1 hereof during the aforesaid twelve (12)-month period, for claims and other expenses related to periods prior to the termination date.

XI. MISCELLANEOUS

11.1 Amendment. This Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.

11.2 Applicable Law. This Agreement is entered into, is executed and is totally performable in the State of Ohio and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Ohio.

11.3 Acts of Forbearance. No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement, nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

11.4 Notices. Any notice required to be given or payment required to be made to CEBCO shall be deemed properly sent if addressed to:

CCAO
County Employee Benefit Consortium, Inc.
Attention: Managing Director, CEBCO Health and Wellness Programs
209 East State Street
Columbus, Ohio 43215

and deposited in the United States mail with proper postage.

Any notice required to be given or payment required to be made to the Member shall be deemed properly sent if addressed to:

County of Delaware
Attention:

and deposited in the United States mail with proper postage. If the Member does not designate the person or office which is to receive notices, notices will be sent to the president of the Board of County Commissioners.

Either party may change its address by giving notice to the other party. However, with respect to any notices regarding claims under a Member's coverages, any particular provisions in the applicable Benefit Plan obtained by the Member prevail and govern the matter of such notices.

11.5 Effect of Partial Invalidity Venue. If any part of this Agreement is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that venue for any dispute arising under the terms of this Agreement shall be in Columbus, Franklin County, Ohio.

11.6 Exclusive Right to Enforce. CEBCO and the Member have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

11.7 Dispute Resolution. All disputes, differences or questions arising out of or relating to the Agreement (including without limitation those as to validity, interpretation, breach, violation or termination) shall at the written request of either party be determined and settled, if possible, pursuant to the following procedure before proceeding with any action in court. If a claim, dispute, or other matter in question arises out of this Agreement which the parties are unable to resolve through mutual, good faith negotiations, it shall be submitted to mediation by written notice of the party seeking mediation to the other party. The same shall be mediated by a person or persons acceptable to CEBCO and the Member. The mediation shall be held within

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thirty (30) days of the written notice and the mediation process shall continue until the mediator declares an impasse. Mediating fees shall be shared equally by CEBCO and the Member and any additional participating disputants having a financial interest in the outcome of the dispute. Except for negotiation, attempts to resolve the dispute by mediation must take place prior to any other resolution process. If the claim, dispute, or other matter between the parties to the Agreement cannot be resolved by mediation, the parties may, but shall not be obligated to, agree, in writing, to binding arbitration in accordance with the arbitration rules of the American Arbitration Association then in effect. The legal fees for such arbitration shall be segregated by the arbitrator for each party relating to its respective disputes and claims. If the parties do not agree to arbitration, each party shall be free to pursue such legal remedies as the party believes it is entitled to under the terms of this Agreement.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

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RESOLUTION NO. 15-1145

IN THE MATTER OF APPROVING THE 2016 HEALTH INSURANCE RENEWAL FROM THE COUNTY EMPLOYEE BENEFITS CONSORTIUM OF OHIO:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the "Board") has, pursuant to sections 9.833 and 305.171 of the Revised Code, provided certain group insurance coverage for county officers and employees; and

WHEREAS, the Board wishes to continue the group health insurance coverage for Delaware County employees for 2016; and

WHEREAS, in order to provide the most comprehensive and cost effective health insurance and prescription drug coverage within the available budget to the employees of Delaware County, the Board authorized continued participation in the County Employee Benefits Consortium of Ohio (CEBCO) for 2016; and

WHEREAS, the Assistant County Administrator / Director of Administrative Services and the Insurance & Risk Technician, recommend accepting the Plan 2 renewal rates for 2016 from CEBCO;

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

Approves the following renewal rates for 2016 (Plan 2) from CEBCO:

DELAWARE COUNTY RENEWAL FOR 2016

Delaware County will provide the Medical PPO Plan 2 plan design for 2016 for eligible employees. The 2016 renewal rates are:

2016 Renewal Rate	PPO Plan 2	RX Plan
Employee	\$534.99	\$139.23
Employee + Family	\$1,404.89	\$367.02

Rates for the Employee Contribution for Medical PPO Plan 2:

Employee Contribution (SINGLE): \$63.00/month
Employee Contribution (FAMILY): \$165.00/month

The Board of Commissioners hereby authorizes the Assistant County Administrator / Director of Administrative Services to execute the documents necessary to fulfill the 2016 renewal requirements with CEBCO.

An outline of the services and coverage is attached to this resolution.

(Documents available in the Administrative Services Department until no longer of administrative value).

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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ADMINISTRATOR REPORTS

Tim Hansley

-A reminder that the demolition of the Elk's building is planned for the beginning of October, therefore effecting the parking lot behind the Elk's (which will no longer be an option) and the lower lot on the south side of the Hayes Building.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

- Gave a brief statement at the grand opening of the Field and Stream store today by Polaris Parkway.
- There will be a Regional Planning Commission meeting tonight at 7:00 PM

Commissioner Benton

- The Delaware County Fair starts Saturday. We will be holding our commissioner's session at the stage by the Coliseum on Monday, September 24th at 9:30 PM

Commissioner Merrell

- No reports

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners