

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2017**

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

Present:
Jeff Benton, President
Gary Merrell, Vice President
Barb Lewis, Commissioner

1:30 PM Viewing For Consideration Of The Hickory Ridge Subdivision Drainage Improvement Petition

1
RESOLUTION NO. 17-161

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 13, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 13, 2017; 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 Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 17-162

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0215;

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0215 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
On Site Truck Repair	Truck Parts For County Vehicles	10011106-5228	\$ 2,000.00
United Refrigeration	Refrigeration Supplies	10011105-5201	\$ 7,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1702329	URS CORPORATION	OECC MCC UPGRADES	66711906 - 5301	\$16,042.49
R1702337	GRAYBAR ELECTRIC CO INC	WILLIS - (3) ENCLOSED DRIVES	40111402 - 5260	\$6,555.32
R1702339	MIKES ROOFING INC	FACL - ROOF REPLACEMENT	40111402 - 5328	\$22,870.00
R1702340	MIKES ROOFING INC	SVC CENTER - ROOF REPLACEMENT	40111402 - 5328	\$12,018.00
R1702356	CARRINGTON YOUTH ACADEMY	RESIDENTIAL CENTER	22511607- 5342	\$15,000.00

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

5
RESOLUTION NO. 17-163

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Job and Family Services Department is requesting that Kelli McClelland and April Wehrle attend the Ohio Coalition for Adult Protective Services conference in Columbus, OH on March 17, 2017 at the cost of \$309.00.

The Records Center is requesting that Christine Shaw attend a National Association of Government Archives and Records Administrators (NAGARA) Spring Regional Forum in Dublin, Ohio on March 23, 2017 at the cost of \$85.16 (fund number 10011103).

The Engineer’s Office is requesting that Jack Jennings attend a Surveying Conference in Sutton, West Virginia February 22-26, 2017, at the cost of \$1,014.00

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

**6
RESOLUTION NO. 17-164**

IN THE MATTER OF A STOCK TRANSFER REQUEST FROM TARANTOS PIZZA, INC. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Merrell, seconded by Mrs. Lewis 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 Tarantos Pizza, Inc. has request a transfer of stock, located at 1282 E Powell Road, Lewis Center, OH 43035 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 Aye

**7
RESOLUTION NO. 17-165**

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM DONATOS PIZZERIA, LLC. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mrs. Lewis, 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 Liberty Township Trustees that Donatos Pizzeria, LLC (DBA Donatos Pizza) has requested a new D2 permit located at 9764 Sawmill Road, Powell, OH 43065 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 Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

**8
RESOLUTION NO. 17-166**

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, AARON L. UNDERHILL, WITH UNDERHILL & HODGE, LLC REQUESTING ANNEXATION OF 59.58 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF GALENA:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to acknowledge that on January 10, 2017, the Clerk to the Board of Commissioners received an annexation petition request to annex 59.58 acres from Berkshire Township to the Village of Galena.

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

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RESOLUTION NO. 17-167

IN THE MATTER OF ADOPTING A CASH BALANCE POLICY FOR DELAWARE COUNTY:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") wishes to maintain sufficient cash balances in the County's General Fund to preserve the creditworthiness of the County; and

WHEREAS, the Board wishes to maintain sufficient cash balances in the County's General Fund to meet the financial obligations and operational needs of the County;

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

Section 1. The Board hereby adopts the following cash balance policy:

- A. At the beginning of each fiscal year, as certified by the County Auditor, the unencumbered cash balance together with budget stabilization account will be maintained in such manner that the sum of the unencumbered cash balance together with budget stabilization account shall be equal to or greater than twenty-five percent of the revenues allocated to the General Fund during the prior fiscal year.
- B. Upon the adoption of the budget for the General Fund, the County shall maintain the monthly cash balance together with the budget stabilization account at an amount that represents twenty-five percent of the revenues allocated to the General Fund during the prior fiscal year,
- C. Whenever the monthly cash balance together with the budget stabilization account reaches an amount that is below the amount that represents twenty-five percent of the revenues allocated to the General Fund during the prior fiscal year, the County Auditor shall advise the Board of Commissioners and the County Administrator of such occurrence.
- D. Upon notification from the County Auditor, the Board of Commissioners, in consultation with the County Administrator and the County Auditor, shall review the current budget adopted for the General Fund to determine whether the occurrence is short term in nature, whether the occurrence is the result of unique and extraordinary circumstances, and whether any adjustment in the current budget as adopted is necessary in order to comply with the cash balance policy.

Section 2. This policy shall be effective upon the date of its adoption.

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

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RESOLUTION NO. 17-168

IN THE MATTER OF ADOPTING A POST- ISSUANCE COMPLIANCE POLICY FOR DELAWARE COUNTY:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") wishes to preserve the creditworthiness of the County; and

WHEREAS, the County Auditor, as fiscal officer of this County, in consultation with County's bond counsel, Squire Patton Boggs (US) LLP, has developed Post-Issuance Compliance Policy and Procedures; and

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

Section 1. The Board hereby adopts the following policy:

- A. The Post Issuance Compliance Policy and Procedures, in the form presently on file with the Clerk of this Board, providing for, among other things, the periodic review and filing of certain financial information in connection with the County's outstanding bond financings, is hereby approved.
- B. The President of this Board, the County Auditor and the Prosecuting Attorney, for and in the name of this County, are hereby authorized to execute that Post Issuance Compliance Policy and Procedures.
- C. This Board further authorizes the President of this Board, the County Auditor and the Prosecuting Attorney, for and in the name of the County, to execute any amendments to the Post Issuance Compliance Policy and Procedures, which amendments are not inconsistent with this Resolution and not substantially adverse to this County.

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Section 2. This policy shall be effective upon the date of its adoption.

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

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RESOLUTION NO. 17-169

IN THE MATTER OF ADOPTING A DEBT MANAGEMENT POLICY FOR DELAWARE COUNTY:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") wishes to preserve the creditworthiness of the County; and

WHEREAS, the County Auditor, as fiscal officer of this County, in consultation with County's bond counsel, Squire Patton Boggs (US) LLP, and the County's municipal advisor, H. J. Umbaugh & Associates has developed a Debt Management Policy;

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

Section 1. The Board hereby adopts the following policy:

- A. The Debt Management Policy, in the form presently on file with the Clerk of this Board, providing for, among other things, guidance to the Board in the matter of issuing debt for the purpose of acquiring capital assets and funding capital improvements, is hereby approved.
- B. The President of this Board, the County Auditor and the County Administrator, for and in the name of this County, are hereby authorized to execute the Debt Management Policy.
- C. This Board further authorizes the President of this Board, the County Auditor and the County Administrator, for and in the name of the County, to execute any amendments to the Debt Management Policy, which amendments are not inconsistent with this Resolution and which serve the best interests of this County.

Section 2. This policy shall be effective upon the date of its adoption.

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

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RESOLUTION NO. 17-170

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR THE COUNTY AUDITOR:

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

Supplemental Appropriation

10010101-5001	Auditor/Compensation	44,062.00
10010101-5101	Auditor/Health Insurance	16,730.00
10010101-5102	Auditor/Workers Compensation	441.00
10010101-5120	Auditor/County Share OPERS	6,169.00
10010101-5131	Auditor/County Share Medicare	639.00

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

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RESOLUTION NO. 17-171

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:

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

Supplemental Appropriation

26526304-5319	Dispute Resolution/Reimbursements	20,000.00
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Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

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RESOLUTION NO. 17-172

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR ECONOMIC DEVELOPMENT:

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

Supplemental Appropriation						
23011701-5319	CDBG Allocation PT2014/Reimbursements					1,927.35
Vote on Motion	Mr. Benton	Aye	Mr. Merrell	Aye	Mrs. Lewis	Aye

16

RESOLUTION NO. 17-173

IN THE MATTER OF APPROVING CHANGE ORDERS 005 AND 006 TO THE CONSTRUCTION MANAGER CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND LEND LEASE (US) CONSTRUCTION INC. FOR THE SANDUSKY STREET COURTHOUSE AND RELATED PARKING FACILITY:

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

Whereas, the Director of Facilities Department recommends approval of change order 005 and 006;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the change order 005 and 006 to the contract between the Delaware County Board of Commissioners and Lend Lease (US) Construction Inc. for the Sandusky Street Courthouse and Related Parking Facility:

(Copies available for review in the Commissioners’ office until no longer of administrative value)



Change Order

PROJECT (Name and address): Delaware County Judicial Building 110 North Sandusky Street Delaware, Ohio 43051-1732	CHANGE ORDER NUMBER: 005 DATE: 2.8.17	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Lend Lease (US) Construction Inc. 92 N. Sandusky St., Suite 200 Columbus, OH 43051	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 6.2.15 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$ 145,641.00
The net change by previously authorized Change Orders	\$ 39,247,846.00
The Contract Sum prior to this Change Order was	\$ 39,393,487.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 523,533.00
The new Contract Sum including this Change Order will be	\$ 38,869,954.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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Change Order

PROJECT <i>(Name and address):</i> Delaware County Board of Commissioners 101 North Sandusky Street Delaware, Ohio 43051-1732 Telephone Number 740.833.2104	CHANGE ORDER NUMBER: 006 DATE: 2.8.17	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Lend Lease (US) Construction Inc. 92 N. Sandusky St. Suite 200 Columbus, OH 43051	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 6.2.15 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$ 145,641.00
The net change by previously authorized Change Orders	\$ 38,724,313.00
The Contract Sum prior to this Change Order was	\$ 38,869,954.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 128,245.03
The new Contract Sum including this Change Order will be	\$ 38,998,199.03

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is June 30, 2017

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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

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RESOLUTION NO. 17-174

IN THE MATTER OF ACCEPTING THE REPAIRS AS COMPLETE AS DESCRIBED IN THE THIRD SUPPLEMENTAL DEVELOPER’S AGREEMENT BETWEEN NORTHSTAR RESIDENTIAL DEVELOPMENT LLC AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

Whereas, the Delaware County Board of Commissioners (the “Board”) previously approved resolution 15-1142 granting the Developer or its agent authorization to make certain repairs specified in the Third Supplemental Developer’s Agreement with Northstar Residential Development LLC; and

Whereas, the Developer was instructed 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*; and

Whereas, the Sanitary Engineer has certified that the Repairs have been constructed in accordance with the Plans and recommends that the Board accept the Repairs and assume operation and maintenance of the Repairs;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Repairs described in the Third Supplemental Developer’s Agreement as complete and accepts and assumes operations and maintenance of the Repairs.

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

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RESOLUTION NO. 17-175

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR CLARKSHAW MOORS SECTION 2:

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

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WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Sewer Subdivider’s Agreement for Clarkshaw Moors Section 2.

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 16th day of February 2017, by and between **ROCKFORD HOMES**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Clarkshaw Moors Section 2** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvements for Clarkshaw Moors Section 2**, dated **September 21, 2016**, and approved by the County on **October 31, 2016**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **50** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

The Subdivider and the County acknowledge and agree that downstream public infrastructure improvements (“downstream improvements”) are necessary to provide sewer service for Clarkshaw Moors Section 2. These downstream improvements will be constructed by others and are required by a separate agreement. The downstream improvements shall consist of manholes 19 to 32 of the Clark-Shaw Trunk Sewer Project 2 and temporary pump station adjacent to Scioto Chase Blvd, as referenced in the Contract Proposal from Trucco Construction to Metro Development and dated September 20, 2016.

SECTION III: FINANCIAL WARRANTY

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$443,420.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 1 for this project.

Initials _____

Date _____

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

Subdivider agrees that the Sanitary Sewer Improvements for Clarkshaw Moors Section 2 will not be accepted for public use until such time that the downstream improvements are completed and acceptable for public use.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Sanitary Sewer Improvements for Clarkshaw Moors Section 2**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the

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Improvements for plan review of **Sanitary Sewer Improvements for Clarkshaw Moors Section 2 (\$15,519.70)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$37,500.00** estimated to be necessary to pay the cost of inspection for **Clarkshaw Moors Section 2** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the 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 \$600.00 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 Subdivider shall make an additional deposit of \$600.00 to the fund. Upon completion of all Improvements provided herein and acceptance of Improvements by the County, any unused portions of the inspection fund shall be repaid to the Subdivider less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Clarkshaw Moors Section 2** as required by the County.

SECTION V: CONSTRUCTION

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

The Subdivider shall 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 as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

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

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

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

The Subdivider shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Subdivider shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Subdivider and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

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SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

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

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

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

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

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer.

SECTION VIII: SIGNATURES

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

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

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RESOLUTION NO. 17-176

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR THE RESERVE AT SCIOTO GLENN OFFSITE SANITARY SEWER AND FORCE MAIN IMPROVEMENTS PHASE 1:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval.

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the sanitary sewer improvement plans for The Reserve at Scioto Glenn Offsite Sanitary Sewer and Force Main Improvements Phase 1 for submittal to the Ohio EPA for their approval.

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

20
RESOLUTION NO. 17-177

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH OHIO CAT POWER SYSTEMS DIVISION FOR ANNUAL GENERATOR INSPECTION SERVICES:

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

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2017**

Whereas, the Sanitary Engineer recommends approval of an agreement with Ohio CAT Power Systems Division to perform the work:

Therefore be it resolved that the Board of County Commissioners execute the following agreement with Ohio CAT Power Systems Division:

**DIVISION OF ENVIRONMENTAL SERVICES
REGIONAL SEWER DISTRICT
SERVICES AGREEMENT**

This Agreement is made and entered into this 16th day of February, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Ohio CAT Power Systems Division 900 Ken-Mar Industrial Parkway Broadview Heights, OH 44147 ("Contractor"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide "Services" in connection with the following "Project":
Annual Generator Inspection Service
- 1.2 The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 This agreement shall be in effect upon execution of this agreement until December 31, 2017.
- 1.4 Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
Exhibit A

2 SUPERVISION OF WORK

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer ("Sanitary Engineer") as the Project Manager and agent of the County for this Agreement.
- 2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.4 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, except "If Authorized" tasks, the lump sum fee shall be *\$16,880.00*.
- 4.3 For all services identified in the Scope of Services and Fee Proposal as "If Authorized" tasks, the fee for each authorized task shall be the lump sum specified in the Fee Proposal for said task. "If Authorized" tasks shall only be performed upon written Notice of the Sanitary Engineer. The total fee for all "If Authorized" tasks shall not exceed N/A.
- 4.4 Total compensation under this Agreement shall not exceed *16,880.00* without subsequent modification.
- 4.5 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

- 5.1 "Notices" issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

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County:

Name: Mark Chandler

Address: 7767 Walker Woods Blvd. Lewis Center, Oh 43035

Telephone: 740-549-1906

Email: mchandler@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Jack Kirwan

Address of Firm: 5232 Walcott Court

City, State, Zip: Columbus, Ohio 43228

Telephone: 614-204-7384

Email: jkirwan@ohioCAT.com

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Work upon written Notice to Proceed ("Authorization") of the Sanitary Engineer and shall complete the work in accordance with the Proposal.
- 7.2 Contractor shall not proceed with any "If Authorized" tasks without written Authorization.
- 7.3 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Contractor shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT

- 11.1 The Contractor shall immediately notify the County, in writing, of any change to key Contractor staff or subcontractors assigned to the Work as contemplated at the time of executing this Agreement.
- 11.2 The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2017**

12 INDEMNIFICATION

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

13 INSURANCE

- 13.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 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.
- 14.5 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.
- 14.6 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

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

- 14.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

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

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RESOLUTION NO. 17-178

IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH STATUS, CONTROL AND INTEGRATION, INC. FOR ELECTRONIC INTEGRATION SERVICES:

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2017**

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

Whereas, the Sanitary Engineer recommends approval of an agreement with Status, Control and Integration, Inc. to perform the work:

Therefore be it resolved that the Board of County Commissioners execute the following agreement with Status, Control and Integration, Inc.:

**DIVISION OF ENVIRONMENTAL SERVICES
REGIONAL SEWER DISTRICT
SERVICES AGREEMENT**

This Agreement is made and entered into this 16th day of February, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 ("County"), and Status, Control and Integration, Inc. 8555 McCann Rd. Kensington, Ohio 44427 ("Contractor"), hereinafter collectively referred to as the "Parties."

1. SERVICES PROVIDED BY CONTRACTOR

The Contractor will provide "Services" in connection with the following "Project":
Regional Sewer District Service Contract for Electronic Integration

The Contractor shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.

Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:

Exhibit A

2. SUPERVISION OF WORK

The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer ("Sanitary Engineer") as the Project Manager and agent of the County for this Agreement.

The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3. AGREEMENT AND MODIFICATIONS

This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

4. FEES AND REIMBURSABLE EXPENSES

Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.3 and as follows:

Initial payments shall be issued upon execution of agreement as follows:

Alum Creek Water Reclamation Facility-\$ 7,500.00
Olentangy Environmental Control Center-\$ 7,500.00
Lower Scioto Water Reclamation Facility-\$ 2,500.00
North Star Wastewater Treatment Plant-\$ 2,500.00

Final payments shall be issued upon completion of second service visit:

Alum Creek Water Reclamation Facility-\$ 7,500.00
Olentangy Environmental Control Center-\$ 7,500.00
Lower Scioto water Reclamation Facility-\$ 2,500.00
North Star Wastewater Treatment Plant-\$ 2,500.00

For all services described in the Scope of Services and Fee Proposal, except "If Authorized" tasks, the lump sum fee shall be \$40,000.00.

For all services identified in the Scope of Services and Fee Proposal as "If Authorized" tasks, the fee for each authorized task shall be the lump sum specified in the Fee Proposal for said task. "If Authorized" tasks shall only be performed upon written Notice of the Sanitary Engineer. The total fee for all "If Authorized" tasks shall not exceed N/A.

Total compensation under this Agreement shall not exceed 40,000.00 without subsequent modification.

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The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5. NOTICES

“Notices” issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Mark Chandler
Address: 7767 Walker Woods Blvd. Lewis Center, Oh 43035
Telephone: 740-549-1906
Email: mchandler@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Kent Salmen
Address of Firm: 8555 McCann Road
City, State, Zip: Kensington, Ohio 44427
Telephone: 330-223-7022
Email: kentnova@eohio.net

6. PAYMENT

Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor’s Price Proposal.

Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.

The County shall pay invoices within thirty (30) days of receipt.

7. NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS

The Contractor shall commence Work upon written Notice to Proceed (“Authorization”) of the Sanitary Engineer and shall complete the work in accordance with the Proposal.

Contractor shall not proceed with any “If Authorized” tasks without written Authorization.

In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8. SUSPENSION OR TERMINATION OF AGREEMENT

The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Work, as ordered by the County.

In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

9. CHANGE IN SCOPE OF SERVICES

In the event that significant changes to the Scope of Services are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

10. OWNERSHIP

Upon completion or termination of the Agreement, the Contractor shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement

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MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2017**

The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.

This section does not require unauthorized duplication of copyrighted materials.

11. CHANGE OF KEY CONTRACTOR STAFF; ASSIGNMENT

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

The Contractor shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12. INDEMNIFICATION

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

13. INSURANCE

General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Contractor shall require all of its subcontractors to provide like endorsements.

Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

14. MISCELLANEOUS TERMS AND CONDITIONS

Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**

Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

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

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provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

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.

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

Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

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

County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

**COMMISSIONERS JOURNAL NO. 66 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 2017**

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

22

RESOLUTION NO. 17-179

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS AND A TRANSFER OF APPROPRIATION FOR THE REGIONAL SEWER DISTRICT:

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

Transfer of Funds

From:	To:	
66211903-5801	66611901-4601	\$2,119,291.00
SRF-OECC/Cash Transfers	URF/Interfund Revenues	
66211904-5801	66611901-4601	\$2,119,291.00
SRF-ACWRF/Cash Transfers	URF/Interfund Revenues	

Transfer of Appropriations

From:	To:	
66211901-5332	66211920-5332	\$2,800.00
SRF-Sanitary /Cell Phone Allowance	Sewer District Admin-Plant/Cell Phone Allow	

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

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RESOLUTION NO. 17-180

IN THE MATTER OF APPROVING SUPPORT OF THE ADOPTION OF THE ROTH 457 OPTION AS AN EXPANDED PORTFOLIO CHOICE WITH THE CCAO DEFERRED COMPENSATION PROGRAM:

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

WHEREAS, The Delaware County Board of Commissioners support of the adoption of the Roth 457 option as an expanded portfolio choice within the CCAO DEFERRED COMPENSATION PROGRAM, as was authorized into law by the passage of Senate Bill 220, which became Ohio law on March 19, 2017.

WHEREAS, CCAO Service Corporation ("CCAOSC"), a subsidiary of the County Commissioners' Association of Ohio ("CCAO"), operates a CCAO DEFERRED COMPENSATION PROGRAM available to employees in this county; and

WHEREAS, The State of Ohio passed Senate Bill 220 into law effective March 19, 2017 to allow Roth options within public employee deferred compensation programs. The Roth 457 option has been identified as an additional benefit that can assist county employees to save for retirement by expanding their portfolio options to include additional possible tax advantages; and

WHEREAS, the adoption of the Roth option as a portfolio choice of the CCAO DEFERRED COMPENSATION PROGRAM has been duly considered, analyzed and recommended by the CCAO Deferred Compensation Committee, CCAO Service Corporation Advisory Board, and this Board is satisfied with the CCAO's Deferred Compensation Committee's recommendation to include a Roth 457 option within the portfolio option lineup; and

WHEREAS, in order to assist Empower Retirement with its immediate communication needs to county staff and county employees regarding the law change and the expansion of allowed plans within the CCAO Deferred Compensation Plan to include the Roth 457 option;

NOW, THEREFORE, BE IT RESOLVED:

Section 1. This Board hereby authorizes and endorses by vote that Delaware County shall expand the CCAO Deferred Compensation Plan to include the Roth 457 option pursuant to Ohio law.

Section 2. This Board directs Empower Retirement, the administrator of the CCAO Deferred Compensation Plan, to contact county staff and employees regarding the new Roth 457 plan option so employees may become fully informed as to their retirement options.

Section 3. This Resolution was adopted in a regular or special session of the Board in full compliance with Ohio's sunshine laws.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF

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DELAWARE COUNTY does hereby fully support and endorse the addition of the Roth 457 option into the CCAO Deferred Compensation Plan.

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

Commissioner Benton made a motion to table the following resolution; the motion died for a lack of second.

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RESOLUTION NO. 17-181

A RESOLUTION AUTHORIZING THE ISSUANCE OF SANITARY SEWER SYSTEM REFUNDING REVENUE BONDS, SERIES 2017, UNDER OHIO REVISED CODE CHAPTERS 133 AND 6117 IN THE MAXIMUM PRINCIPAL AMOUNT OF \$18,900,000 FOR THE PURPOSE OF PAYING THE COSTS OF REFUNDING CERTAIN BONDS HERETOFORE ISSUED BY THE COUNTY FOR THE PURPOSE OF IMPROVING THE COUNTY'S SANITARY SEWER TREATMENT AND COLLECTION SYSTEM; AUTHORIZING VARIOUS RELATED DOCUMENTS AND INSTRUMENTS, INCLUDING A THIRD SUPPLEMENTAL TRUST AGREEMENT, A BOND PURCHASE AGREEMENT, AN ESCROW AGREEMENT, AN OFFICIAL STATEMENT AND A CONTINUING DISCLOSURE AGREEMENT.

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

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

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

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

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

WHEREAS, pursuant to Resolution No. 07-270 adopted on March 5, 2007 (the "*2007 Bond Resolution*"), the County issued its Sanitary Sewer System Refunding Revenue Bonds, Series 2007 in the aggregate principal amount of \$32,895,000, dated March 22, 2007 (the "*Series 2007 Bonds*"), for the purpose of providing moneys to (a) refund at a lower rate of interest the County's Sewer District Improvement Bonds, Series 1999 maturing on December 1 in the years 2010 through 2018 and 2024, (b) fund a bond reserve fund for the Series 2007 Bonds, and (c) pay costs of issuance of the Series 2007 Bonds; and

WHEREAS, this Board finds and determines that it is necessary and in the best interest of the County to issue Sanitary Sewer System Refunding Revenue Bonds, Series 2017 (the "*Series 2017 Bonds*") in the maximum principal amount of \$18,900,000 in order to refund all or a portion of the outstanding Series 2007 Bonds (the "*Outstanding Series 2007 Bonds*"), which Outstanding Series 2007 Bonds maturing on or after December 1, 2017 are subject to prior redemption at the option of the County at a redemption price of 100% of par plus any accrued interest to their redemption date, and to pay any expenses relating to that refunding and the issuance of the Series 2017 Bonds; and

WHEREAS, the County Auditor, as fiscal officer of this County, has certified to this Board that the estimated life or period of usefulness of the Improvement described in Section 2 is at least five (5) years and that the maximum maturity of the Series 2017 Bonds is March 23, 2039;

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

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in the General Bond Resolution and in this Resolution, unless the context or use clearly indicates another or different meaning or intent:

"*Act*" means, collectively, Ohio Revised Code Chapters 133 and 6117.

"*Authorized Denominations*" means, with respect to the Series 2017 Bonds, the denomination of \$5,000 or any integral multiple in excess thereof.

"*Board*" means the Board of County Commissioners of the County.

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“*Bond Register*” means the books kept and maintained by the bond registrar pursuant to the Trust Agreement for the registration, exchange and transfer of the Series 2017 Bonds.

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

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

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

“*Book entry form*” or “*book entry system*” means a form or system under which (a) the ownership of beneficial interests in the Series 2017 Bonds and the principal of and interest and any premium on the Series 2017 Bonds may be transferred only through a book entry, and (b) physical Series 2017 Bond certificates in fully registered form are issued by the County and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and “immobilized” in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the County is the record that identifies the owners of beneficial interests in the Series 2017 Bonds and that principal and interest.

“*Certificate of Award*” means the certificate authorized by Section 6, to be executed by the County Administrator, setting forth and determining those terms or other matters pertaining to the Series 2017 Bonds and their issuance, sale and delivery as this Resolution requires or authorizes to be set forth or determined therein.

“*Clerk*” means the Clerk of the Board of County Commissioners of the County.

“*Closing Date*” means the date of physical delivery of, and payment of the purchase price for, the Series 2017 Bonds.

“*Code*” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

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

“*Continuing Disclosure Agreement*” means the Continuing Disclosure Agreement which shall constitute the continuing disclosure agreement made by the County for the benefit of the holders and beneficial owners of the Series 2017 Bonds in accordance with the Rule, as it may be modified from the form on file with the Clerk and executed by the County Administrator, all in accordance with Section 9(c).

“*County*” means the County of Delaware, Ohio.

“*County Administrator*” means the County Administrator of the County.

“*County Auditor*” means the County Auditor of the County.

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

“*Direct Obligations*” shall have the meaning as set forth in the Master Trust Agreement.

“*Escrow Agreement*” means the Escrow Agreement between the County and the Escrow Trustee, as it may be modified from the form on file with the Clerk and executed by the County Administrator, all in accordance with Section 10.

“*Escrow Fund*” means the County of Delaware, Ohio — Series 2017 Refunding Escrow Fund created pursuant to Section 10 and in accordance with the Escrow Agreement.

“*Escrow Trustee*” means a bank or trust company authorized to do business in the State of Ohio and designated by the County Administrator in the Certificate of Award pursuant to Section 10 as the initial escrow trustee for the Refunded Series 2007 Bonds under the Escrow Agreement and until a successor Escrow Trustee shall have become such pursuant to the provisions of the Escrow Agreement and, thereafter, “*Escrow Trustee*” shall mean the successor Escrow Trustee.

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

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

“*Interest Payment Dates*” means June 1 and December 1 of each year that the Series 2017 Bonds are

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outstanding, commencing on the date specified in the Certificate of Award.

“*Mandatory Redemption Date*” shall have the meaning set forth in Section 3(b).

“*Mandatory Sinking Fund Requirements*” shall have the meaning set forth in Section 3(e)(i).

“*Original Purchaser*” means the purchaser of the Series 2017 Bonds specified in the Certificate of Award.

“*Outstanding Series 2007 Bonds*” means the Series 2007 Bonds maturing on December 1 in the years 2017 through 2023.

“*Participant*” means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies, and clearing corporations.

“*Principal Payment Dates*” means December 1 in each of the years as determined by the County Administrator in the Certificate of Award, *provided* that the first Principal Payment Date shall occur no later than the earliest maturity date of the Refunded Series 2007 Bonds, and *provided further* that in no case shall the final Principal Payment Date exceed the maximum maturity limitation referred to in the preambles hereto, all of which determinations shall be made by the County Administrator in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the County.

“*Prosecuting Attorney*” means the Prosecuting Attorney of the County.

“*Purchase Agreement*” means the Bond Purchase Agreement between the County and the Original Purchaser, as it may be modified from the form on file with the Clerk and executed by the County Administrator, all in accordance with Section 6.

“*Redemption Date*” means the date designated by the County Administrator in the Certificate of Award as the earliest practicable date on which the Refunded Series 2007 Bonds shall be redeemed in accordance with Section 10, *provided* that such Redemption Date shall be no later than ninety (90) days following the Closing Date.

“*Refunded Series 2007 Bonds*” means, collectively, the principal maturities of the Outstanding Series 2007 Bonds to be determined by the County Administrator in the Certificate of Award as the maturities the refunding of which will be in the best interest of and to the financial advantage of the County.

“*Regulations*” means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

“*Rule*” means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

“*SEC*” means the Securities and Exchange Commission.

“*Securities Depository*” or “*Depository*” means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Series 2017 Bonds or the principal of and interest and any premium on the Series 2017 Bonds, and to effect transfers of the Series 2017 Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“*Serial Bonds*” means those Series 2017 Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“*Series 2017 Bond Proceedings*” means, collectively, the General Bond Resolution, this Resolution, the Trust Agreement (including the Third Supplemental Trust Agreement), the Certificate of Award, the Continuing Disclosure Agreement, the Escrow Agreement and such other proceedings of the County, including the Series 2017 Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Series 2017 Bonds.

“*Series 2017 Bonds*” means the Sanitary Sewer System Refunding Revenue Bonds, Series 2017 as authorized in Section 2.

“*Term Bonds*” means those Series 2017 Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

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

“*Trust Agreement*” means the Master Trust Agreement by and between the County and the Trustee, as a

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supplemented from time to time, including by the Third Supplemental Trust Agreement.

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

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

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

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. It is necessary and determined to be in the County’s best interest to issue bonds of this County in the maximum principal amount of \$18,900,000 (the “*Series 2017 Bonds*”) for the purpose of paying the costs of currently refunding certain bonds heretofore issued by the County for the purpose of improving the County’s sanitary sewer treatment and collection system (the “*Improvement*”). The Series 2017 Bonds shall be issued pursuant to the Act, the Trust Agreement, the General Bond Resolution, this Resolution and the Certificate of Award.

The aggregate principal amount of Series 2017 Bonds to be issued shall not exceed the maximum principal amount authorized in this Section 2 and shall be an amount determined by the County Administrator in the Certificate of Award to be the aggregate principal amount of Series 2017 Bonds that is required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of refunding the Refunded Series 2007 Bonds, other County monies available for the purpose, the estimates of the Financing Costs and the interest rates on the Series 2017 Bonds. The Refunded Series 2007 Bonds shall be determined by the County Administrator in the Certificate of Award as the maturities of the Outstanding Series 2007 Bonds, the refunding of which will be in the best interest of and to the financial advantage of the County.

The proceeds from the sale of the Series 2017 Bonds received by the County (or withheld by the Original Purchaser on behalf of the County) shall be paid into the proper fund or funds, and those proceeds are hereby appropriated and shall be used for the purpose for which the Series 2017 Bonds are being issued, including without limitation but only to the extent not paid by others, the payment of the costs of issuing and servicing the Series 2017 Bonds, funding the Bond Reserve Requirement (if required) in accordance with the General Bond Resolution, this Resolution, and the Trust Agreement, printing and delivery of the Series 2017 Bonds, legal services including obtaining the approving legal opinion of bond counsel, fees and expenses of any municipal advisor, paying agent, escrow trustee, verification consultant, bidding agent and rating agency, any fees or premiums relating to municipal bond insurance or other security arrangements determined necessary by the County Administrator, and all other Financing Costs and costs incurred incidental to those purposes. The Certificate of Award and the Purchase Agreement may authorize the Original Purchaser to withhold certain proceeds from the purchase price of the Series 2017 Bonds to provide for the payment of Financing Costs related to the Series 2017 Bonds on behalf of the County. Any portion of those proceeds received by the County representing premium (after payment of any Financing Costs identified in the Certificate of Award or the Purchase Agreement) shall be used to pay costs of refunding the Refunded Series 2007 Bonds and/or be paid into the Bond Service Fund, with such determination being made by the County Administrator in the Certificate of Award, consistent with the County Administrator’s determination of the best interest of and financial advantages to the County. Any portion of those proceeds received by the County representing accrued interest shall be paid into the Bond Service Fund.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Series 2017 Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Series 2017 Bonds shall be dated as of the date determined by the County Administrator in the Certificate of Award, *provided* that the dated date shall not be more than sixty (60) days prior to the Closing Date.

(a) Interest Rates and Payment Dates. The Series 2017 Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of twelve 30-day months), as shall be determined by the County Administrator, subject to subsection (c) of this Section 3, in the Certificate of Award. Interest on the Series 2017 Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Series 2017 Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Series 2017 Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Requirements on the Principal Payment Dates in principal amounts as shall be determined by the County Administrator, subject to subsection (c) of this Section 3, in the Certificate of Award; *provided* that such determination shall be in the best interest of and financially advantageous to the County.

Consistent with the foregoing and in accordance with the determination of the best interest of and financial advantages to the County, the County Administrator shall specify in the Certificate of Award (i) the aggregate principal amount of Series 2017 Bonds to be issued as Serial Bonds, the Principal Payment Date or Dates on which those Series 2017 Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date and (ii) the aggregate principal amount of Series 2017 Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Series 2017 Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the

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

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Series 2017 Bonds, and the principal amount of Series 2017 Bonds maturing or payable pursuant to Mandatory Sinking Fund Requirements on each Principal Payment Date, shall be such as to demonstrate a net present value savings to the County due to the refunding of the Refunded Series 2007 Bonds, after taking into account all expenses related to that refunding and the issuance of the Series 2017 Bonds.

(d) Payment of Debt Charges. The debt charges on the Series 2017 Bonds shall be payable in accordance with the provisions of the Trust Agreement.

(e) Redemption Provisions. The Series 2017 Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Series 2017 Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award and the Trust Agreement (such Dates and amounts being referred to as the “*Mandatory Sinking Fund Requirements*”).

(ii) Optional Redemption. The Series 2017 Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be subject to optional redemption in accordance with the provisions of the Trust Agreement, in whole or in part in integral multiples of \$5,000 on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the County Administrator in the Certificate of Award; *provided* that the redemption price for any optional redemption date shall not be greater than 103%.

Section 4. Execution and Authentication of Series 2017 Bonds. The Series 2017 Bonds shall be signed by at least two members of the Board and the County Auditor, in the name of the County and in their official capacities; *provided* that any or all of those signatures may be a facsimile. The Series 2017 Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the County Administrator, shall be numbered as determined by the County Administrator in order to distinguish each Series 2017 Bond from any other Series 2017 Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the Act, the Trust Agreement, the General Bond Resolution, this Resolution and the Certificate of Award.

In the name and on behalf of the County, the Third Supplemental Trust Agreement shall be signed by at least two members of the Board and the County Auditor in substantially the form now on file with the Clerk. The Third Supplemental Trust Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by those officers on behalf of the County, all of which shall be conclusively evidenced by the signing of the Third Supplemental Trust Agreement or any amendments thereto. The County Auditor shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Trust Agreement, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Purchase Agreement and the Certificate of Award, from the proceeds of the Series 2017 Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Series 2017 Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Series 2017 Bond Proceedings unless and until the certificate of authentication printed on the Series 2017 Bond is signed by the Trustee as authenticating agent. Authentication by the Trustee shall be conclusive evidence that the Series 2017 Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Series 2017 Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Trustee or by any other person acting as an agent of the Trustee and approved by the County Administrator on behalf of the County. The same person need not sign the certificate of authentication on all of the Series 2017 Bonds.

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

(a) Bond Register. So long as any of the Series 2017 Bonds remain outstanding, the County will cause the Trustee to maintain and keep the Bond Register in accordance with the provisions of the Trust Agreement.

(b) Transfer and Exchange. The Series 2017 Bonds shall be exchanged and transferred in accordance with the provisions of the Trust Agreement.

(c) Book Entry System. Notwithstanding any other provisions of this Resolution, if the County

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Administrator determines in the Certificate of Award that it is in the best interest of and financially advantageous to the County, the Series 2017 Bonds may be issued in book entry form in accordance with the following provisions of this Section 5.

The Series 2017 Bonds may be issued to a Securities Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Series 2017 Bonds may be issued in the form of a single, fully registered Series 2017 Bond representing each maturity and if applicable, each interest rate within a maturity, and registered in the name of the Securities Depository or its nominee, as registered owner, and immobilized in the custody of the Securities Depository or its designated agent for that purpose, which may be the Trustee; (ii) the beneficial owners of Series 2017 Bonds in book entry form shall have no right to receive Series 2017 Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in Series 2017 Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Securities Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Securities Depository and its Participants; and (iv) the Series 2017 Bonds as such shall not be transferable or exchangeable, except for transfer to another Securities Depository or to another nominee of a Securities Depository, without further action by the County.

If any Securities Depository determines not to continue to act as a Securities Depository for the Series 2017 Bonds for use in a book entry system, the County Administrator and the Trustee may attempt to establish a securities depository/book entry relationship with another qualified Securities Depository. If the County Administrator and the Trustee do not or are unable to do so, the County Administrator and the Trustee, after making provision for notification of the beneficial owners by the then Securities Depository and any other arrangements deemed necessary, shall permit withdrawal of the Series 2017 Bonds from the Securities Depository, and shall cause Series 2017 Bond certificates in registered form and Authorized Denominations to be authenticated by the Trustee and delivered to the assigns of the Securities Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of County action or inaction, of those persons requesting such issuance.

The County Administrator and the Trustee are hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the County, that the County Administrator determines to be necessary in connection with a book entry system for the Series 2017 Bonds.

Section 6. Sale of the Series 2017 Bonds. The Series 2017 Bonds shall be awarded and sold at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the County Administrator in the Certificate of Award, plus accrued interest (if any) on the Series 2017 Bonds from their date to the Closing Date, and shall be awarded by the County Administrator with and upon such other terms as are required or authorized by this Resolution to be specified in the Certificate of Award, in accordance with law, the provisions of this Resolution and the Purchase Agreement.

The County Administrator shall sign and deliver the Certificate of Award. The County Administrator shall also sign and deliver, in the name and on behalf of the County, the Purchase Agreement between the County and the Original Purchaser, in substantially the form as is now on file with the Clerk, providing for the sale to, and the purchase by, the Original Purchaser of the Series 2017 Bonds. The Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by the County Administrator on behalf of the County, all of which shall be conclusively evidenced by the signing of the Purchase Agreement or amendments thereto.

The County Administrator shall cause the Series 2017 Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Series 2017 Bonds, to the Original Purchaser upon payment of the purchase price.

Section 7. Covenants of the County. The County, by issuance of this Series 2017 Bonds, covenants and agrees with their holders to perform its applicable covenants and agreements set forth in the Trust Agreement, the General Bond Resolution and this Resolution. The County particularly covenants that it will:

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

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

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

(d) At any and all times, cause to be done all such further acts and things and cause to be signed and delivered all such further instruments as may be necessary to carry out the purpose of the Series 2017 Bonds and any Bond Legislation (as defined in the Trust Agreement) or as may be required by the Act, and comply with all requirements of law applicable to the Utility and its operation.

(e) Observe and perform faithfully at all times all covenants, agreements, authority, actions,

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undertakings, stipulations and provisions to be observed or performed on its part under the Trust Agreement, the General Bond Resolution, this Resolution, the Series 2017 Bonds, the Purchase Agreement, the Continuing Disclosure Agreement and any other Bond Proceedings (as defined in the Trust Agreement) for the Series 2017 Bonds, and under all Board proceedings pertaining thereto.

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

Section 8. Federal Tax Considerations. The County covenants that it will use, and will restrict the use and investment of, the proceeds of the Series 2017 Bonds in such manner and to such extent as may be necessary so that (a) the Series 2017 Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Series 2017 Bonds will not be an item of tax preference under Section 57 of the Code.

The County further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Series 2017 Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Series 2017 Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The County Administrator, the County Auditor or any other officer of the County having responsibility for issuance of the Series 2017 Bonds, is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the County with respect to the Series 2017 Bonds as the County is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Series 2017 Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Series 2017 Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Series 2017 Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Series 2017 Bonds, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Series 2017 Bonds, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Series 2017 Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Series 2017 Bonds. The County Administrator, the County Auditor or any other officer of the County having responsibility for issuance of the Series 2017 Bonds is specifically authorized to designate the Series 2017 Bonds as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Each covenant made in this Section with respect to the Series 2017 Bonds is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Series 2017 Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Series 2017 Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Series 2017 Bonds.

Section 9. Official Statement, Rating, Bond Insurance, Continuing Disclosure and Financing Costs.

(a) Primary Offering Disclosure -- Official Statement. The President of the Board, the County Auditor and the County Administrator are each authorized and directed, on behalf of the County and in their official capacities, to (i) prepare or cause to be prepared official statements relating to the original issuance of the Series 2017 Bonds in substantially the form as is now on file with the Clerk, and make or authorize modifications, completions or changes of or supplements to, those official statements as they deem necessary or appropriate to facilitate the sale of the Series 2017 Bonds, (ii) determine, and to certify or otherwise represent, when the official statement is to be "deemed final" (except for permitted omissions) by the County as of its date or is a final official statement for purposes of paragraph (b) of the Rule, (iii) use and distribute, or authorize the use and distribution of those official statements and any supplements thereto in connection with the original issuance of the Series 2017 Bonds, and (iv) complete and sign those official statements and any supplements thereto as so approved, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those official statements and any supplements, as they may deem necessary or appropriate.

(b) Application for Rating or Bond Insurance. If, in the judgment of the County Administrator, the

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filing of an application for (i) a rating on the Series 2017 Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Series 2017 Bonds, is in the best interest of and financially advantageous to this County, the County Administrator is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid in accordance with the Purchase Agreement, from the proceeds of the Series 2017 Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The County Administrator is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the County, that the County Administrator determines to be necessary in connection with the obtaining of that bond insurance.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Series 2017 Bonds, the County agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The County Administrator is authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the County, in substantially the form as is now on file with the Clerk. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by that County official on behalf of the County, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement or amendments thereto.

The County Administrator is further authorized and directed to establish procedures in order to ensure compliance by the County with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the County Administrator shall consult with and obtain legal advice from, as appropriate, the Prosecuting Attorney and bond or other qualified independent special counsel selected by the County. The County Administrator, acting in the name and on behalf of the County, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the County of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Series 2017 Bonds, to the extent not paid by the Original Purchaser in accordance with the Certificate of Award and the Purchase Agreement, is authorized and approved, and the County Administrator is authorized to provide for the payment of any such amounts and costs from the proceeds of the Series 2017 Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 10. Call for Redemption; Escrow Trustee; Escrow Agreement; Escrow Fund. To provide for the payment of the principal of and interest on the Refunded Series 2007 Bonds, the County Administrator is hereby authorized to designate in the Certificate of Award a bank or trust company authorized to do business in the State of Ohio to act as the Escrow Trustee. The County Administrator shall sign and deliver, in the name and on behalf of the County, the Escrow Agreement between the County and the Escrow Trustee, in substantially the form as is now on file with the Clerk. The Escrow Fund provided for in the Escrow Agreement is hereby created. The Escrow Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by the County Administrator, on behalf of the County, all of which shall be conclusively evidenced by the signing of the Escrow Agreement or amendments thereto. The County Administrator shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Escrow Agreement, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Purchase Agreement (if any), from the proceeds of the Series 2017 Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

Acting pursuant to the 2007 Bond Resolution, the Refunded Series 2007 Bonds, as determined by the County Administrator in the Certificate of Award to be refunded and called for redemption, are hereby called for redemption on the Redemption Date at the required redemption price of the principal amount thereof, and the County Administrator is hereby authorized and directed to cause those Refunded Series 2007 Bonds to be called for redemption on the Redemption Date and arrange for the notice of redemption to be given in accordance with the applicable provisions of the 2007 Bond Resolution.

For informational purposes, a certified copy of this Resolution shall be sent by the County Administrator to the current bond registrar for the Refunded Series 2007 Bonds.

In order to provide for the payment of (a) the interest on the Refunded Series 2007 Bonds on any interest payment date following the Closing Date and through the Redemption Date, (b) the principal payments of the Refunded Series 2007 Bonds maturing on or prior to the Redemption Date and (c) the principal of the Refunded Series 2007 Bonds to be called for redemption on the Redemption Date, the County covenants and agrees with the Escrow Trustee and with the owners of the Refunded Series 2007 Bonds that the County will take, and will cause the Escrow Trustee to take, all steps required by the terms of the Escrow Agreement to carry out such payments. The County will provide from the proceeds of the Series 2017 Bonds and other available funds in accordance with this Resolution, moneys and investments sufficient to pay in full (a) the interest on the Refunded Series 2007

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Bonds on any interest payment date following the Closing Date and through the Redemption Date, (b) the principal payments of the Refunded Series 2007 Bonds maturing on or prior to the Redemption Date, and (c) the principal of the Refunded Series 2007 Bonds to be called for redemption on the Redemption Date. The County covenants and agrees with the Escrow Trustee and with the owners of the Refunded Series 2007 Bonds that the County will take, and will cause the Escrow Trustee to take, all steps required by the terms of the Trust Agreement, this Resolution and the Escrow Agreement to carry out such payments so that the Refunded Series 2007 Bonds are not deemed to be outstanding.

There shall be delivered to the Escrow Trustee for the Escrow Fund proceeds to be received from the sale of the Series 2017 Bonds and other available funds which may be invested, and if invested shall be invested in Direct Obligations, or may otherwise be held in cash (as to all or a portion of the moneys in the Escrow Fund).

The Direct Obligations and such portion of the moneys in the Escrow Fund which may be held in cash may, to the extent determined by the County Administrator that it would be in the best interest of and financially advantageous to the County, be certified by an independent public accounting firm of national reputation in a written report (the "*Verification Report*") to be of such maturities or redemption dates and interest payment dates, and to bear such interest, as will be sufficient together with any moneys in the Escrow Fund to be held in cash and not invested as contemplated by the Verification Report, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, to cause the Refunded Series 2007 Bonds to be deemed to have been paid and discharged as provided for in Section 9.02 of the Master Trust Agreement. The balance of those proceeds, less any amount thereof, contemplated by the Verification Report to be held in cash and not invested, shall be used for the payment of costs related to the refunding of the Refunded Series 2007 Bonds and the Finance Costs. The County Administrator is hereby authorized to retain and designate in the Certificate of Award an independent public accounting firm of national reputation to prepare and deliver the Verification Report.

At the direction of the County Administrator, the Escrow Trustee or the Original Purchaser is authorized to apply and subscribe for State and Local Government Series Securities (which constitute Direct Obligations) on behalf of the County. Further, if the County Administrator determines that it would be in the best interest and to the financial advantage of the County to purchase other Direct Obligations for deposit into the Escrow Fund, the County Administrator or any other officer of the County, on behalf of the County and in their official capacity, may purchase and deliver such Direct Obligations, engage the services of a municipal advisor, bidding agent or similar entity for the purpose of facilitating the bidding, purchase and delivery of such Direct Obligations for, and any related structuring of, the Escrow Fund, execute such instruments as are deemed necessary to engage such services for such purpose, and provide further for the payment of the cost of obtaining such services, except to the extent paid by the Original Purchaser in accordance with the Purchase Agreement, from the proceeds of the Series 2017 Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

Any such Direct Obligations, and moneys, if any, in addition thereto contemplated by the Verification Report to be held in cash, shall be held by the Escrow Trustee in trust and committed irrevocably to the payment of the principal of and accrued interest on the Refunded Series 2007 Bonds.

Section 11. Further Authorizations and Implementation of Authorizations. The County Commissioners, or any of them, the County Auditor, the Prosecuting Attorney, the County Treasurer, the County Administrator, the Clerk and other County officials, as appropriate, are each authorized and directed to do all things necessary and appropriate to complete and perform the delivery of the Series 2017 Bonds to the Original Purchaser and, in accordance with the terms and provisions of the Trust Agreement, the General Bond Resolution, this Resolution, the Purchase Agreement, the Escrow Agreement and the Certificate of Award, to make the necessary arrangements on behalf of the County to establish the date, location, procedure and conditions for the delivery of the Series 2017 Bonds to the Original Purchaser to the extent not provided for therein, and those officials, or any of them are further directed to take all steps necessary to effect due authentication, delivery and security of the Series 2017 Bonds under the terms of the Trust Agreement, the General Bond Resolution, this Resolution, the Purchase Agreement, the Escrow Agreement and the Certificate of Award, including, without limitation, the execution and delivery of such transcript certificates, financial statements and other documents and instruments as are, in the opinion of bond counsel, necessary or appropriate to consummate the transactions provided for in the Trust Agreement, the General Bond Resolution, this Resolution, the Purchase Agreement, the Escrow Agreement and the Certificate of Award. The actions of the County Commissioners, or any of them, the County Auditor, the Prosecuting Attorney, the County Treasurer, the County Administrator, the Clerk and other County officials, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Series 2017 Bonds are hereby ratified and confirmed.

Section 12. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Series 2017 Bonds and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this County in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this County, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The costs of those services (to the extent not paid with proceeds withheld by the Original Purchaser from the purchase price of the Series 2017 Bonds) shall be paid from

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money deposited in the Construction Fund which is appropriated for that purpose. The County Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 13. Municipal Advisor. The services of H.J. Umbaugh & Associates, Certified Public Accountants, LLP, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Series 2017 Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the County in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the County or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The costs of those services (to the extent not paid with proceeds withheld by the Original Purchaser from the purchase price of the Series 2017 Bonds) shall be paid from money deposited in the Construction Fund which is appropriated for that purpose. The County Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 14. Other Related Services. The County Administrator is authorized to enter into necessary contracts without competitive bidding to provide services with respect to the Series 2017 Bonds by the rating services, the Trustee, by providers of Credit Support Instruments, for the printing of the preliminary and final official statements and for the printing of the Series 2017 Bonds, and by other necessary service providers, all as deemed necessary by the County Administrator to be consistent with the foregoing authorization and in the best interests of the County. The costs of those services (to the extent not paid with proceeds withheld by the Original Purchaser from the purchase price of the Series 2017 Bonds) shall be paid from money deposited in the Construction Fund which is appropriated for that purpose. The County Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 15. Certification and Delivery of Resolution and Certificate of Award. The Clerk is directed to promptly deliver a certified copy of this Resolution and a copy of the executed Certificate of Award to the County Auditor.

Section 16. Other Determinations. This Board determines that all acts and conditions necessary to be done or performed by the County or to have been met precedent to and in the issuing of the Series 2017 Bonds in order to make them legal, valid and binding special obligations of the County have been performed and have been met, or will at the time of delivery of the Series 2017 Bonds have been performed and have been met, in regular and due form as required by law; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Series 2017 Bonds; and that the Series 2017 Bonds are being authorized and issued pursuant to the Act, the Trust Agreement, the General Bond Resolution, this Resolution and the Certificate of Award and other authorizing provisions of law.

Section 17. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board or any of its committees, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 18. Severability. Each section of this Resolution and each subdivision of any section thereof is hereby declared to be independent, and the finding or holding of any section or subdivision of any section thereof to be invalid or void shall not be deemed nor held to affect the validity of any other section or subdivision of this Resolution.

Section 19. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-A shout out to Travis Reis for coordinating the Citizens Academy. This is a ten week course on First Aid, CPR.

-Attended the Marlboro, Radnor, Harlem and Porter Township Trustee meetings this week as a part of outreach. It was very nice of everyone to welcome him to the meetings.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

-Attended the Regional Planning executive meeting yesterday

-Attended (by phone) the CCAO legislative meeting yesterday

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-Attended the DKMM meeting on Tuesday

Commissioner Lewis

- Will be attending the Bridges Community Action meeting on Monday
- Happy President’s Day on Monday

Commissioner Benton

- The CCAO is involved and on top of many issues in Ohio
- The Central Ohio Youth Center board meeting is this afternoon
- Attended the DKMM meeting on Tuesday. They will be holding a recycling event in Delaware County on October 14th from 9 AM-1 PM at the Fairgrounds. They will be accepting electronics, tires and doing paper shredding.
- Received the first round of responses for the Competitive Advantage Project survey. #1 on the list of projects is the Big Walnut Interchange. The next step is the public input portion

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RESOLUTION NO. 17-182

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 10:37 AM.

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

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RESOLUTION NO. 17-183

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to adjourn out of Executive Session at 11:13 AM.

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

RECESS 11:13AM/RECONVENE 1:30PM

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1:30PM VIEWING FOR CONSIDERATION OF THE HICKORY RIDGE SUBDIVISION DRAINAGE IMPROVEMENT PETITION (IN THE VICINITY OF 8044 HICKORY RIDGE COURT LEWIS CENTER, OHIO 43035)

On Thursday February 16, 2017 at 1:30pm in the vicinity of 8044 Hickory Ridge Court Lewis Center, Ohio 43035 The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer’s Office and the Delaware County Soil and Water Conservation District.

Commissioners Present: Jeff Benton, President; Gary Merrell, Vice President, and Barb Lewis, Commissioner

On November 30, 2016, a drainage petition for the Hickory Ridge Subdivision watershed was filed with the Board of County Commissioners to: repair, replace, or alter the existing improvement as required and to maintain the improvement on engineer plan as requested by this petition. In Delaware County, Orange Township, in Hickory Ridge Subdivision generally following the existing course and terrain of the improvement in this Subdivision, shown on engineer plan.

NOTE: the first hearing on the petition is scheduled for **Thursday April 27, 2017, at 10:00AM**

The Commissioners:

- Looked At And Followed The Tile Areas
- Walked Property In Front Of 8005 And 7991 Hickory Ridge Court And In Back Of Following Outlets;
- Viewed Catch Basin Collapse And Blowout Holes
- Viewed Outlets Along Back Of Properties; 30-Inch Outlet Then To Open Channel To Good And Sufficient Outlet At Ravine Area Near Former Polaris Area Amphitheater
- Sinking Of Drive Way Area 7791
- Viewed Maps Of Area (Current Drainage Infrastructure Has A Dry Retention Basin And A Wet Retention Basin)
- The Infrastructure In This Area Would Have Been Reviewed And Approved By The County Engineer At The Time Of Planning, But Predates Maintenance Program.
- The Petition (Signatures And Words) Determines The Upstream Part Of A Project The “Sufficient Outlet” Determines The Bottom Of A Project
- Concerns If Powell Road Becomes Curb And Gutter Road
- Projects Since 1998 Are Automatically Placed On County Drainage Maintenance Program

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- This Is A Landowner Initiated Process And Detailed Surveys Follow If The Project Moves Past The First Hearing
- If Approved The Storm Water Infrastructure Will Be Placed On The County Drainage Maintenance Program
- If Approved Money Pooled Only For This Project; Assessments Placed On Build-Able Lots Current And Future

The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.

SIGN-IN SHEET FOR FEBRUARY 16, 2017

**1:30 PM Viewing For Consideration Of The Hickory Ridge Subdivision
Drainage Improvement Petition**

	NAME	ADDRESS
1	Sarah Dinovo	101 N. Sandusky
2	BRET BACON	SWCD
3	Joey Hurtoid	SWCD
4	Matt Lannon	SWCD
5	Courtney Shoemaker	2991 Hickory Ridge CT 43035
6	Brett Bergefurd	50 Channing St
7	Ben Miller	8005 Hickory Ridge
8	Bruce Ward	8027 Hickory Ridge
9	John Walrave	Board Clerk
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There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners