

**COMMISSIONERS JOURNAL NO. 67 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 25, 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

8:30 AM Special Session

9:30 AM Regular Session

1
RESOLUTION NO. 17-976

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 18, 2017 AND SPECIAL SESSION HELD SEPTEMBER 19, 2017:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 18, 2017 and a special session on September 19, 2017; and

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

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

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

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RESOLUTION NO. 17-977

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0922:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0922 and Purchase Orders as listed below:

	<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase				
PR Number	Vendor Name	Line Description	Account	Amount
R1705041	DEVELOPMENT ASSOCIATES LLC	PASSS/COUNSEL INF SERVICES Job and Family	22511607-5350	\$7,600.00
R1704738	FEINKNOPF MACIOCE SCHAPPA ARCHITECTS	OUTSOURCE PLANS EXAMINATION	10011301-5301	\$10,000.00
R1705129 (line 1)	STAPLES BUSINESS ADVANTAGE	DESKS AND RELATED ACCESSORIES WATER REC	66211902-5260	\$5,515.20
R1705129 (line 2)	STAPLES BUSINESS ADVANTAGE	CONFERENCE TABLE, CHAIRS WATER REC	66211902-5201	\$1,479.14

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

5
RESOLUTION NO. 17-978

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Board of Commissioners is requesting that Commissioner Benton, Commissioner Merrell, Ferzan Ahmed,

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and Bob Lamb attend the Sunbury/Big Walnut 2017 Annual Dinner & Awards Ceremony at the NorthStar Golf Club on November 9, 2017 at the cost of \$140.00 (fund number 100011101).

The Emergency Medical Services is requesting that Lt. Jeff Sparks attend a Certified Ambulance Documentation Specialists class in Hershey, PA on October 23, 2017 at no cost.

The Emergency Medical Services is requesting that Lt. Glen Keating attend an Ohio EMS Chief’s Association Conference in Delaware, OH from November 1-2, 2017 at no cost.

The Emergency Medical Services is requesting that Mike Rezentos attend a TOX-medic Course at Liberty Fire Department 321 on October 26, 2017 at no cost.

The Emergency Communications Department is requesting that Patrick Brandt, PJ Roberts, Bethani Neighbarger, David Mason and Kathy Parker attend an Ohio APCO/NENA Training and Meeting in Columbus, Ohio on November 8, 2017 at no cost.

The Emergency Communications Department is requesting Jennifer Keck attend an Ohio APCO/NENA Training and Meeting in Columbus, Ohio on November 8, 2017 at the cost of \$20.00 (fund number 21411306).

The Emergency Communications Department is requesting that Matthew Fletcher attend a CALEA Conference in Jacksonville, Florida from November 14-18, 2017 at the cost of \$1889.00 (fund number 21411306).

The Regional Sewer District is requesting that Elizabeth Buening, Erik McPeek and Kelly Thiel attend a 2017 Plant Ops and Lab Workshop in Lewis Center, Ohio on October 11 and October 12, 2017 at a total cost of \$675.00 from fund 66211902.

The Regional Sewer District is requesting that Elizabeth Buening and Julie McGill attend a Fundamentals of Pumping Seminar in Mansfield, Ohio on December 5, 2017 at a total cost of \$170.00 from fund 66211902.

The Regional Sewer District is requesting that Nate Givens attend a Top Gun Construction Claims Seminar in Dublin, Ohio on October 19, 2017 at a total cost of \$214.00 from fund 66211902.

The Child Support Enforcement Agency is requesting that Maren Aikey, Stacey Brown and Tanya Kidd attend an OCDA Fall Conference in Columbus, Ohio from October 17-18, 2017 at the cost of \$25.00 (fund number 761130).

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

**6
RESOLUTION NO. 17-979**

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF’S OFFICE TRANSPORT REPORT FOR THE MONTH OF AUGUST 2017:

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

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for August 2017;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff’s Office Transport Report for the month of August 2017.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

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

**7
RESOLUTION NO. 17-980**

SETTING DATE AND TIME FOR A PUBLIC HEARING WITH RESPECT TO THE PROPOSED ISSUANCE BY FRANKLIN COUNTY OF ITS REVENUE BONDS PURSUANT TO CHAPTER 140, OHIO REVISED CODE, TO FINANCE AND REFINANCE HOSPITAL FACILITIES FOR THE BENEFIT OF NATIONWIDE CHILDREN’S HOSPITAL LOCATED IN FRANKLIN COUNTY AND

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DELAWARE COUNTY AND APPROVING THE ISSUANCE OF THE BONDS PURSUANT TO SECTION 147(F) OF THE INTERNAL REVENUE CODE.

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

NOTICE OF PUBLIC HEARING

HOSPITAL FACILITIES REVENUE BONDS

Notice is hereby given that on Thursday, October 12, 2017, commencing at 9:45 a.m., a public hearing will be held by the Board of Commissioners of Delaware County, Ohio at 101 North Sandusky Street, Delaware, Ohio 43015, with respect to the proposed issuance by the County of Franklin, Ohio (the "Issuer") of its hospital facilities revenue bonds (the "Bonds"), in one or more series, in an aggregate principal amount currently estimated not to exceed \$150,000,000 pursuant to Chapter 140 of the Ohio Revised Code (the "Code"). The proceeds of the Bonds would be used for the purpose of (i) financing a portion of the acquisition, construction, equipping and installation of improvements to the buildings and facilities of Nationwide Children's Hospital, an Ohio nonprofit corporation (the "Hospital"), including but not limited to, a behavioral health pavilion, an administrative building, parking garage and the West Campus Energy Plant and the acquisition and equipping of other routine capital expenditures of the Hospital, including reimbursing the Hospital for costs previously incurred for such projects, all of which will be located at or adjacent to the main campus of the Hospital located at 700 Children's Drive, Columbus, Ohio, (ii) refunding on a current basis all or a portion of the Issuer's \$46,620,000 original principal amount Variable Rate Demand Hospital Revenue Refunding Bonds, Series 2008D (Nationwide Children's Hospital), dated May 7, 2008, which refunded and retired the Issuer's Variable Rate Demand Hospital Revenue Bonds, Series 2003 (The Children's Hospital Project) which financed or refinanced the acquisition, construction, renovation and equipping of Hospital Facilities, as defined in the Code, including a building for the Children's Research Institute, a visitor parking garage, a clinical building, and cardiac catheterization laboratories, located at 700 Children's Drive, Columbus, Ohio and an ambulatory care center located at 433 Cleveland Avenue, Westerville, Ohio, and (iii) paying certain costs of issuance of the Bonds. **THE BONDS SHALL NOT REPRESENT OR CONSTITUTE A DEBT NOR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE ISSUER, THE COUNTY OF DELAWARE, OHIO, THE STATE OF OHIO OR ANY POLITICAL SUBDIVISION OF THE STATE OF OHIO.** The initial owner, operator or manager of the facilities to be financed and refinanced with the proceeds of the Bonds is the Hospital. Interested persons are invited to attend this public hearing and will be given an opportunity to express their views concerning the proposed issuance of the Bonds. Any written submissions should be sent to the attention of Jennifer Walraven, Clerk of the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015, and clearly marked "RE: County of Franklin, Ohio Hospital Facilities Revenue Bonds, Series 2017 (Nationwide Children's Hospital Project)." Written submissions should be mailed in sufficient time to be received before the hearing date of October 12, 2017. This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

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

§

RESOLUTION NO. 17-981

SETTING BID OPENING DATE AND TIME FOR SNOW REMOVAL SERVICES AT VARIOUS DELAWARE COUNTY PROPERTIES:

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

Whereas, the Director of Facilities recommends the following bid date and time for Snow Removal Services at various Delaware County properties;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following bid date and time for Snow Removal Services:

**PUBLIC NOTICE
INVITATION TO BID
ITB #17-03 SNOW REMOVAL SERVICES**

Notice to bidders are posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading "Public Notices and Bids".

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at 10:00 AM on Wednesday, October 18, 2017, at which time they will be publicly opened and read and the contract awarded as soon as possible, for Snow Removal Services for Delaware County Facilities Management.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to the Delaware County, Ohio. Bid specifications may be obtained by contacting the Delaware County Facilities Management Office at (740) 833-2280, email jmelvin@co.delaware.oh.us, or in person at 1405 US 23 North, Delaware, Ohio during normal business hours.

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The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Snow Removal Services." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

9

RESOLUTION NO. 17-982

IN THE MATTER OF APPROVING CHANGE ORDER 012 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 Mrs. Lewis, seconded by Mr. Merrell to approve the following:

Whereas, the Manager of Facilities recommends approval of change order 012;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the change order 012 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:

**DELAWARE COUNTY JUDICIAL BUILDING
NORTH SANDUSKY STREET
DELAWARE, OH**

**AIA Document G701 Change Order #12
Exhibit A**

**Item #1 - Change Order Request #124R1
(Owner Requested Change)**

Additional cost to change the exterior building name lettering. **\$ 7,166.35**

**Item #2 - Change Order Request #131
Omission/Compensable change)**

Cost to install fire rated glass in fire rated Courtroom doors. Originally non-rated glass was priced, but it was not purchased. So this was the additional amount to go to fire rated glass. **\$ 1,796.09**

**Item #3 - Change Order Request #133
(Omission/Compensable change. Information omitted on drawings)**

Additional cost to enclose fireproofed columns within the adjacent wall. Drawings showed columns in the wall, but after fireproofing was installed, column protruded past plane of the wall. **\$ 2,882.85**

**Item #4 - Change Order Request #135
(Compensable change. Field Conditions)**

Cost to build 2 columns to enclose sprinkler piping. Piping was sized by sprinkler contractor after the construction documents were finished. Piping was too large to enclose in adjacent wall construction. **\$ 663.34**

**Item #5 - Change Order Request #136
(Compensable change. Field Conditions)**

Additional cost to change from cement board to 1/4" drywall at top of Courtroom entry. After receiving the ceramic tile the actual face dimension was less than 12" so 1/4" drywall was installed to make the overall dimension of the entry work with the tile dimension. **\$ 853.48**

**Item #6 - Change Order Request #138
(Omission/Compensable change. Information omitted on drawings)**

Additional cost to add wood blocking on the inside edge of metal soffit panel on the North Elevation. Wood blocking was not shown on the drawings at this location. **\$ 2,347.32**

**Item #7 - Change Order Request #139
(Omission/Compensable change. Information omitted on drawings)**

Additional cost to install fire rated glass in Jury Assembly doors. Fire rated glass was not shown on the drawings. **\$ 1,030.62**

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Item #8 - Change Order Request #143

(Compensable change. Field Conditions)

Additional cost to run a conduit and wire from the building up to the pole lights along North Sandusky. Contract documents showed connecting pole lights to existing conduit and wire. The existing conduit was not there. **\$ 14,226.63**

Item #9 - Change Order Request #145

(Compensable change. Field Conditions)

Additional cost to rework the drywall soffits in the Courtrooms. Soffit size was based on light fixture size listed on cut manufactures literature. When light fixtures arrived on site they were slightly larger, requiring the soffits be reduced slightly. **\$ 4,056.99**

Item #10 - Change Order Request #148

(Omission/Compensable change. Information omitted on drawings)

Additional cost to add above ceiling labeling to Fire and Smoke Barrier walls. Original contract cost did not include this cost. **\$ 8,696.77**

Item #11 - Change Order Request #150

(Compensable change. Field Conditions)

On Level 100, condensing units #5 and #6 were relocated to create another parking space. At the new the location a bollard needed to be installed to protect the units from vehicular traffic. **\$ 1,562.21**

Total Add Amount for Change Order #12

\$ 45,282.65

See attached copy change order request and contractors cost breakdown.

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

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RESOLUTION NO. 17-983

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR EMERGENCY MEDICAL SERVICE:

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

Transfer of Appropriation

From	To	
10011303-5101 EMS/Health Insurance	10011303-5201 EMS/General Supplies	30,000.00
10011303-5101 EMS/Health Insurance	10011303-5228 EMS/Vehicle Maintenance and Repair Supplies	20,000.00
10011303-5004 EMS/Overtime	10011303-5225 EMS/Personal Protective Equipment	15,000.00
10011303-5004 EMS/Overtime	10011303-5243 EMS/Drugs and Pharmaceuticals	45,000.00
10011303-5004 EMS/Overtime	10011303-5361 EMS/Attorney Services	40,000.00

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

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RESOLUTION NO. 17-984

IN THE MATTER OF APPROVING AN ONLINE SUBSCRIPTION AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DUDE SOLUTIONS, INC. FOR AN ASSET ESSENTIALS SOFTWARE SUBSCRIPTION AND SUPPORT SERVICES:

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

Whereas, Dude Solutions, Inc. offers an Asset Essentials online software subscription and support services specifically designed to be used for asset management;

Whereas, Sewer District staff desires to utilize Asset Essentials to streamline and organize the management of Sewer District assets;

Whereas, the Sanitary Engineer recommends approval of the following Agreement;

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Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Agreement with Dude Solutions, Inc. for the Asset Essentials online software subscription and support services.

Furthermore, Be It Resolved that the Delaware County Board of Commissioners approve a purchase order to Dude Solutions, Inc. in the amount of \$24,805.00 from org key 66211901-5320.

DUDE SOLUTIONS ONLINE SUBSCRIPTION AGREEMENT

(A copy of this agreement is available in the Sanitary Engineer’s Office and in the Commissioners’ Office until no longer of administrative value)

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

12

RESOLUTION NO. 17-985

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR SUMMERWOOD LAKES SECTION 2:

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

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 Summerwood Lakes Section 2:

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 25th day of September 2017, by and between **Homewood Corporation**, 2700 Dublin-Granville Road, Columbus, OH 43231, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Summerwood Lakes Section 2** 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 **Summerwood Lakes Section 2**, dated **January 5, 2017**, and approved by the County on **February 2, 2017**, 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 **37** 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.

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 (**\$124,743.00**) 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

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approved financial warranties, equal to ten percent (10%) of the construction cost.

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 **Summerwood Lakes 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 Improvements for plan review of **Summerwood Lakes Section 2 (\$4,366.01)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$10,575.00** estimated to be necessary to pay the cost of inspection for **Summerwood Lakes 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 **Summerwood Lakes 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

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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.

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 Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

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RESOLUTION NO. 17-986

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES FOR 7320 WORTHINGTON RD, WESTERVILLE, OHIO 43082 AND 7364 WORTHINGTON RD, WESTERVILLE, OHIO 43082:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to certify the following Sanitary Sewer Capacity Charges as follows:

7320 Worthington Road, Westerville, Ohio 43082:

Whereas, 7320 Worthington Road, Westerville, Ohio 43082 has requested to make a tap connection to the Delaware County sewer system; and

Whereas, 7320 Worthington Road, Westerville, Ohio 43082 has requested to pro-rate the charges over a 10

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year period by certifying the charges to the tax duplicate; and

Whereas, the Sanitary Engineer recommends approval of the connection and the 10 year pro-rated charge;

Now Therefore Be It Resolved, that The Board of County Commissioners of Delaware, Ohio approve certifying the capacity charges as follows for 7320 Worthington Road, Westerville, Ohio 43082:

In the amount of \$6,400.00 with a \$2,403.70 finance charge (pro-rated over a 10 year period), making a total of \$8,803.70 for placement on the tax duplicate. Bi-annual payment being \$440.18.

7364 Worthington Road, Westerville, Ohio 43082:

Whereas, 7364 Worthington Road, Westerville, Ohio 43082 has requested to make a tap connection to the Delaware County sewer system; and

Whereas, 7364 Worthington Road, Westerville, Ohio 43082 has requested to pro-rate the charges over a 10 year period by certifying the charges to the tax duplicate; and

Whereas, the Sanitary Engineer recommends approval of the connection and the 10 year pro-rated charge;

Now Therefore Be It Resolved, that The Board of County Commissioners of Delaware, Ohio approve certifying the capacity charges as follows for 7364 Worthington Road, Westerville, Ohio 43082:

In the amount of \$6,400.00 with a \$2,403.70 finance charge (pro-rated over a 10 year period), making a total of \$8,803.70 for placement on the tax duplicate. Bi-annual payment being \$440.18.

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

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RESOLUTION NO. 17-987

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DUNROBIN ASSOCIATES, LLC FOR RIGHT-OF-WAY ACQUISITION SERVICES FOR DEL CR106-0.44, LEWIS CENTER AND NORTH ROAD:

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

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

WHEREAS, the County Engineer has received proposals from engineering firms interested in providing services for the project known as DEL CR106-0.44, Lewis Center and North Road; and

Whereas, the County Engineer has selected the consulting firm of Dunrobin Associates, LLC through a Qualifications-Based Selection Process and has negotiated a fee and agreement to provide the required services for DEL CR106-0.44, Lewis Center and North Road, and requests that the Board enter into Contract with said firm;

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

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 25th day of September, 2017, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Dunrobin Associates, LLC, 10132 Kenwood Rd Cincinnati, Ohio 45242 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide “Services” in connection with the following “Project”:
DEL CR106-0.44 Lewis Center and North Road ROW Acquisition
- 1.2 The Consultant 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 Services shall be rendered by the Consultant in accordance with the following documents, by this reference made part of this Agreement:
Right-of-Way Acquisition Cost Proposal, dated August 29, 2017

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2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as the "Project Manager" and agent of the County for this Agreement.
- 2.2 The Project Manager 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 Consultant, 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 Scope of Services and Price Proposal noted in Section 1.3.
- 4.2 For all services described in the Scope of Services and Price Proposal, the lump sum fee shall be Eighty Thousand Six Hundred Eighty Dollars and Zero Cents (\$80,680.00), which amount shall not be exceeded without subsequent modification.
- 4.3 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.

Project Manager:

Name: Delaware County Engineer
Attn: Stephen G. Smith

Address: 50 Channing Street, Delaware, OH 43015

Telephone: (740) 833-2400

Email: steves@co.delaware.oh.us

Consultant:

Name of Principal in Charge: L. Beth Sutherland

Address of Firm: 10132 Kenwood Rd

City, State, Zip: Cincinnati, Ohio 45242

Telephone: 513-479-9237

Email: bsutherland@dunrobin.org

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the Project Manager and on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant 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 Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

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

- 7.1 The Consultant shall commence Services upon Authorization by the Project Manager and shall complete the Services no later than March 5-18
- 7.2 Consultant 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 Consultant may make a written request for time extension, and the Project Manager 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 Consultant shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Services completed up to the date of termination. The County is not liable for payment for Services 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 Services, 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 Consultant 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 CONSULTANT STAFF; ASSIGNMENT

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

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

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

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- 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. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.5 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.
- 14 MISCELLANEOUS TERMS AND CONDITIONS**
- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant 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. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 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 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: Consultant 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 Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing Services 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 Consultant 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.

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14.10 Drug-Free Workplace: The Consultant 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 Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services 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 Services to which the Agreement relates.

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

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

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

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

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RESOLUTION NO. 17-988

IN THE MATTER OF ACCEPTING ROADS, APPROVING RECOMMENDED SPEED LIMITS, RELEASING SURETY AND ESTABLISHING STOP CONDITIONS FOR HARVEST POINT:

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

Whereas, The Engineer has reviewed the roadway construction of the roads within Harvest Point Subdivision (“Subdivision”) and finds them to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the following roadways within the Subdivision be accepted into the public system.

- Harvest Point Drive, to be known as Township Road Number 1674
- Harvest Point Court, to be known as Township Road Number 1675
- Pleasant Grove Drive, to be known as Township Road Number 1676
- Goldenrod Court, to be known as Township Road Number 1677

Whereas, The Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

Whereas, The Engineer requests approval to return the Bond being held as maintenance surety to the owner, Rockford Homes, Inc.; and

Whereas, The Engineer also requests that stop conditions be established at the following intersections within the Subdivision:

- On Township Road Number 1676, Pleasant Grove Drive, at its intersection with Township Road Number 1674, Harvest Point Drive
- On Township Road Number 1677, Goldenrod Court, at its intersection with Township Road Number 1674, Harvest Point Drive

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

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RESOLUTION NO. 17-989

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR SWAN LAKE:

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

WHEREAS, on September 25, 2017, a Ditch Maintenance Petition for Swan Lake was filed with the Board of Commissioners of Delaware County (the “Board”), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within

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Swan Lake located off of Liberty Road in Liberty Township; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$65,812.72. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of 13.489 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$4,878.99 per acre. An annual maintenance fee equal to 2% of this basis (\$1,316.25) will be collected for each developed lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all the lots in the amount of \$1,316.25 has been paid to Delaware County, receipt of which is hereby acknowledged.

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

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RESOLUTION NO. 17-990

IN THE MATTER OF APPROVING OWNER'S AGREEMENTS FOR SWAN LAKE – LIBERTY ROAD CULVERT EXTENSION AND LIBERTY TRACE SECTION 2, PHASE B

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

Whereas, The Engineer recommends approving the Owner's Agreements For Swan Lake – Liberty Road Culvert Extension and Liberty Trace Section 2, Phase B

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreements For Swan Lake – Liberty Road Culvert Extension and Liberty Trace Section 2, Phase B

Swan Lake – Liberty Road Culvert Extension

OWNER'S AGREEMENT

THIS AGREEMENT made and entered into this 25th day of September, 2017 by and between the **COUNTY OF DELAWARE** (acting through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **SPARROW VENTURES, LTD.**, hereinafter called **THE OWNER**, as evidenced by the Engineering and Construction Plan for **SWAN LAKE – LIBERTY ROAD CULVERT EXTENSION**, which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations to wit:

- 1) **THE OWNER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is part of this **AGREEMENT**.
- 2) **THE OWNER** shall pay the entire cost and expenses of said improvements.
- 3) **THE OWNER** shall provide an irrevocable letter of credit or other approved financial warranty in the amount of **ONE HUNDRED THIRTY THOUSAND FIVE HUNDRED DOLLARS (\$130,500)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and current "**Subdivision Regulations of Delaware County, Ohio**". Said financial warranty will be released upon completion of the work to the satisfaction of the **COUNTY**.

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- 4) **THE OWNER** shall deposit **SIX THOUSAND TWO HUNDRED DOLLARS (\$6,200)**, made payable to the **Delaware County Engineer**, estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to thirty percent (30%) of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **OWNER**..
- 5) **THE OWNER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the Delaware County Engineer.
- 6) **THE OWNER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) **THE OWNER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the Delaware County Engineer. Construction signs, barricades and lights shall be placed as needed on the job site as needed in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and **“Traffic Control for Construction and Maintenance”**.
- 8) **THE OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the Delaware County Engineer shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) Should the **OWNER** become unable to carry out the provisions of this **AGREEMENT**, the **OWNER’S** successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be field in the office of the Delaware County Engineer.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

Liberty Trace Section 2, Phase B

OWNER’S AGREEMENT
PROJECT NUMBER: 6037

THIS AGREEMENT, executed on this 25th day of September, 2017 between **PULTE HOMES OF OHIO, LLC**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **LIBERTY TRACE SECTON 2, PHASE B**, further identified as Project Number 6037 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions

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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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

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

The **OWNER** has deposited **TWENTY-NINE THOUSAND DOLLARS (\$29,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

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

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

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$677,400
CONSTRUCTION BOND AMOUNT	\$677,400
MAINTENANCE BOND AMOUNT	\$ 67,800
INSPECTION FEE DEPOSIT	\$ 29,000

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

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IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECTS KNOWN AS VERIZON WIRELESS RETAIL / LIBERTY TOWNSHIP / POWELL SITE LOCATED AT 9110 BUNKER LANE, POWELL, OHIO; AND BIG WALNUT ROAD WIDENING AT THE GLADE AT HIGHLAND LAKES:

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

Verizon Wireless Retail/Liberty Township/Powell Site located at 9110 Bunker Lane, Powell, Ohio

Whereas, on February 27, 2017, the Board of County Commissioners (the "Board") entered into an Owner's Agreement with ARC-Sawmill, LLC ("Owner") for the project known as Verizon Wireless Retail/Liberty Township/Powell Site located at 9110 Bunker Lane, Powell, Ohio ("Improvement"); and

Whereas, the County Engineer has inspected the Improvement and finds it to be constructed in accordance with the approved plans; and

Whereas, the County Engineer recommends the Board accept the Improvement in accordance with the Owner's Agreement and release the bond being held as construction surety to the Owner;

Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvement in accordance with the Owner's Agreement and releases the bond being held as construction surety to the Owner.

Big Walnut Road Widening at The Glade at Highland Lakes

Whereas, on September 26, 2016, the Board of County Commissioners (the "Board") entered into an Owner's Agreement with The Glade at Highland Lakes, LLC ("Owner") for the project known as Big Walnut Road Widening at The Glade at Highland Lakes ("Improvement"); and

Whereas, the County Engineer has inspected the Improvement and finds it to be constructed in accordance with the approved plans; and

Whereas, the County Engineer recommends the Board accept the Improvement in accordance with the Owner's Agreement and release the letter of credit being held as construction surety to the Owner;

Now, Therefore, Be It Resolved that the Board of Commissioners of Delaware County, Ohio hereby accepts the Improvement in accordance with the Owner's Agreement and releases the letter of credit being held as construction surety to the Owner.

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

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RESOLUTION NO. 17-992

IN THE MATTER OF AUTHORIZING COMMISSIONER BENTON TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE OHIO PUBLIC WORKS COMMISSION:

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

WHEREAS, the County Engineer has developed surveys, plans, profiles, cross sections and estimates for the Piatt Road Extension project pursuant to Resolution 16-1230 of the Board; and,

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and,

WHEREAS, the infrastructure improvement herein above described is a qualified project under the OPWC programs;

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

Section 1: Commissioner Benton is hereby authorized to apply to the OPWC for funds as described above; and,

Section 2: Commissioner Benton is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance. Any agreements shall be submitted to the Board for consideration.

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

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RESOLUTION NO. 17-993

IN THE MATTER OF APPROVING COOPERATION AGREEMENTS BETWEEN DELAWARE COUNTY AND THE CITY OF DELAWARE, BERKSHIRE TOWNSHIP/VILLAGE OF GALENA, BERLIN TOWNSHIP, HARLEM TOWNSHIP, KINGSTON TOWNSHIP, LIBERTY TOWNSHIP, MARLBORO TOWNSHIP, ORANGE TOWNSHIP, PORTER TOWNSHIP, SCIOTO TOWNSHIP, TROY TOWNSHIP, AND VILLAGE OF GALENA TO SUBMIT AN APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION:

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

Whereas, the County Engineer recommends approval of the Cooperation Agreements with City of Delaware, Berkshire Township/Village of Galena, Berlin Township, Harlem Township, Kingston Township, Liberty Township, Marlboro Township, Porter Township, Scioto Township, and Troy Township,

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Cooperation Agreements with City of Delaware, Berkshire Township/Village of Galena, Berlin Township, Harlem Township, Kingston Township, Liberty Township, Marlboro Township, Porter Township, Scioto Township, and Troy Township as follows:

City of Delaware

COOPERATION AGREEMENT

City of Delaware & Delaware County
 Heffner St. & Winter St. Resurfacing
 Winter St. Bridge Rehabilitation

DELAWARE CITY RESOLUTION NUMBER 17-53 Date 8/28/17

DELAWARE COUNTY RESOLUTION NUMBER 17-993 Date 9/25/17

Delaware City and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Heffner St. & Winter St. Resurfacing and Winter St. Bridge Rehabilitation Project.

Delaware City will provide funds equal to 44.6 percent of the total project cost. Such funds will come from the General fund.

Delaware County, through the County Engineer will provide funds equal to 6 percent of the total project cost, not to exceed \$50,000. Such funds will come from the Road and Bridge Projects Fund (10040421).

Delaware County authorizes Delaware City to be the lead applicant and to sign all necessary documents.

Delaware City agrees to pay its 44.6 percent of the cost as invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program, agrees to pay its 6 percent of the cost, not to exceed \$50,000, towards construction upon receipt of invoice from Delaware City.

Berkshire Township/Village of Galena

COOPERATION AGREEMENT

Berkshire Township, Village of Galena and Delaware County
 Alexander Road Improvements Project

BERKSHIRE TOWNSHIP RESOLUTION NUMBER 16-1-1 Date 6/26/17

VILLAGE OF GALENA RESOLUTION NUMBER 2017-26 Date 7/24/17

DELAWARE COUNTY RESOLUTION NUMBER 17-993 Date 9/25/17

Berkshire Township, Village of Galena and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Alexander Road Improvement Project.

Berkshire Township will provide funds totaling 16% of the cost of the Project. Such funds will come from the Road fund.

Village of Galena will provide funds totaling 2.6% of the cost of the Project. Such funds will come from the Street 2011 fund.

Delaware County, through the County Engineer will provide matching funds totaling 15.5%, not to exceed the

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amount of funds provided by Berkshire Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County and Village of Galena authorize Berkshire Township to be the lead applicant and to sign all necessary documents.

Berkshire Township agrees to pay its percentage of Project costs as construction invoices are due.

Village of Galena agrees to pay its percent of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Berlin Township

COOPERATION AGREEMENT

Berlin Township and Delaware County
Curve Road Improvements Project

BERLIN TOWNSHIP RESOLUTION NUMBER 17-07-11 Date 7/10/17

DELAWARE COUNTY RESOLUTION NUMBER 17-993 Date 9/25/17

Berlin Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Curve Road Improvement Project.

Berlin Township will provide funds totaling 30% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 8.4%, not to exceed the amount of funds provided by BERLIN Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Berlin Township to be the lead applicant and to sign all necessary documents.

Berlin Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Harlem Township

COOPERATION AGREEMENT

HARLEM Township and Delaware County
TRENTON Road Improvements Project

HARLEM TOWNSHIP RESOLUTION NUMBER 17-06-21-T13 Date 6/21/17

DELAWARE COUNTY RESOLUTION NUMBER 17-993 Date 9/25/17

HARLEM Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as TRENTON Road Improvement Project.

HARLEM Township will provide funds totaling 15.2% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 12.8%, not to exceed the amount of funds provided by HARLEM Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes HARLEM Township to be the lead applicant and to sign all necessary documents.

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HARLEM Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Kingston Township

COOPERATION AGREEMENT

KINGSTON Township and Delaware County
BLUE CHURCH Road Improvements Project

KINGSTON TOWNSHIP RESOLUTION NUMBER 17-08-03 Date 8/1/17

DELAWARE COUNTY RESOLUTION NUMBER 17-993 Date 8/25/17

KINGSTON Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as BLUE CHURCH Road Improvement Project.

KINGSTON Township will provide funds totaling 22.5% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 7.0%, not to exceed the amount of funds provided by KINGSTON Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes KINGSTON Township to be the lead applicant and to sign all necessary documents.

KINGSTON Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Liberty Township

COOPERATION AGREEMENT

Liberty Township and Delaware County
Clark-Shaw Road Improvements Project

LIBERTY TOWNSHIP RESOLUTION NUMBER 17-0717-06 Date 7/17/17

DELAWARE COUNTY RESOLUTION NUMBER 17-993 Date 9/25/17

Liberty Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Clark-Shaw Road Improvement Project.

Liberty Township will provide funds totaling 17.5% of the cost of the Project. Such funds will come from the Road fund.

Delaware County, through the County Engineer will provide matching funds totaling 10.5%, not to exceed the amount of funds provided by Liberty Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Liberty Township to be the lead applicant and to sign all necessary documents.

Liberty Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Marlboro Township

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COOPERATION AGREEMENT

Marlboro Township and Delaware County
N. Section Line Road Improvements Project

MARLBORO TOWNSHIP RESOLUTION NUMBER 1-08142017 Date 8/14/17
DELAWARE COUNTY RESOLUTION NUMBER 17-993 Date 9/25/17

Marlboro Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as N. Section Line Road Improvement Project.

Marlboro Township will provide funds totaling 14% of the cost of the Project. Such funds will come from the Gas Tax fund.

Delaware County, through the County Engineer will provide matching funds totaling 8.1% not to exceed the amount of funds provided by Marlboro Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Marlboro Township to be the lead applicant and to sign all necessary documents.

Marlboro Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Orange Township

COOPERATION AGREEMENT

Orange Township and Delaware County
Green Meadows Drive & Highfield Drive Intersection Improvements (DEL-TR409-(TR426))

ORANGE TOWNSHIP RESOLUTION NUMBER _____ Date _____

DELAWARE COUNTY RESOLUTION NUMBER 17-993 Date 9/25/17

Orange Township and Delaware County, the Parties to the agreement, hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Green Meadows Drive & Highfield Drive Intersection Improvements (DEL-TR409-(TR426)).

Orange Township will provide funds totaling 47% of the cost of the Project. Such funds will come from the Improvement of Sites GM/H Roundabout fund (Account 4304-760-730-0330).

Delaware County, through the County Engineer's Grant Enhancement Program, will provide matching funds totaling 5% of the cost of the Project, not to exceed the amount of funds provided by Orange Township or \$50,000, whichever is less. Such funds will come from the Road and Bridge Projects Fund (10040421). The County Engineer will also provide design and construction engineering at no cost to the Township.

Delaware County authorizes Orange Township to be the lead applicant and to sign all necessary documents.

Each party agrees to pay its percentage of Project costs as construction invoices are due.

Porter Township

COOPERATION AGREEMENT

Porter Township and Delaware County
Kenney Road Improvements Project

PORTER TOWNSHIP RESOLUTION NUMBER 06-01-17 Date _____

DELAWARE COUNTY RESOLUTION NUMBER 17-993 Date 9/25/17

Porter Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Kenney Road Improvement Project.

Porter Township will provide funds totaling 17.7% of the cost of the Project. Such funds will come from the _____ fund.

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Delaware County, through the County Engineer will provide matching funds totaling 16.3%, not to exceed the amount of funds provided by Porter Township, of the cost of the Project. Such funds will come from the road and bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Porter Township to be the lead applicant and to sign all necessary documents.

Porter Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Scioto Township

COOPERATION AGREEMENT

Scioto Township and Delaware County
Stover Road Improvements Project

SCIOTO TOWNSHIP RESOLUTION NUMBER 07-05-2017-1 Date 7/15/17
DELAWARE COUNTY RESOLUTION NUMBER 17-993 Date 9/25/17

Scioto Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Stover Road Improvement Project.

Scioto Township will provide funds totaling 10.2% of the cost of the Project. Such funds will come from the Gasoline Tax fund.

Delaware County, through the County Engineer will provide matching funds totaling 10.2% not to exceed the amount of funds provided by Scioto Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Scioto Township to be the lead applicant and to sign all necessary documents.

Scioto Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

Troy Township

COOPERATION AGREEMENT

Troy Township and Delaware County
Troutman Road Improvements Project

TROY TOWNSHIP RESOLUTION NUMBER 2017-013 Date 8/2/17
DELAWARE COUNTY RESOLUTION NUMBER 17-993 Date 9/25/17

TROY Township and Delaware County hereby enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Project known as Troutman Road Improvement Project.

Troy Township will provide funds totaling 12% of the cost of the Project. Such funds will come from the -2021 fund.

Delaware County, through the County Engineer will provide matching funds totaling 10.8%, not to exceed the amount of funds provided by Troy Township, of the cost of the Project. Such funds will come from the Road and Bridge fund. The County Engineer will also provide design engineering and construction management services at no cost to the Township.

Delaware County authorizes Troy Township to be the lead applicant and to sign all necessary documents.

Troy Township agrees to pay its percentage of Project costs as construction invoices are due.

Delaware County, through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its share (not to exceed \$50,000) of the cost upon receipt of construction contract invoices. The Delaware County Engineer's OPWC Grant Enhancement Program is a dollar for dollar local match up to \$50,000.

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Village of Galena

PROJECT COOPERATION AGREEMENT

THIS AGREEMENT is made by and between the **Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, OH 43015** (hereinafter the “County”), and the **Village of Galena, 109 Harrison Street, PO Box 386, Galena, Ohio 43021** (hereinafter the “Village”) (hereinafter collectively referred to as the “Parties”);

WITNESSETH:

That, in consideration of the benefits accruing through the mutual promises and covenants as contained herein, the Parties hereby agree to be bound by the following conditions, to wit:

1. **PURPOSE**

1.1. The purpose of this Agreement is to establish the responsibilities for the administration of the “Project”, as defined herein.

2. **BACKGROUND**

2.1. The need for improvements to the intersection of State Route 3 with S. Galena Road (County Road #34) and N. Walnut Street has been determined by a safety study of the intersection and agreed to by the Parties. A portion of the intersection is located within the corporation limits of the Village of Galena and a portion is also in the unincorporated area of Delaware County, thereby creating a split jurisdiction of the intersection.

2.2. The Ohio Department of Transportation (ODOT) administers the Highway Safety Improvement Program (HSIP) which provides federal highway funding for road safety upgrades throughout the State, and it was determined that this location is eligible for funding through the HSIP.

2.3. In 2015, the Delaware County Engineer, in consultation with and with the assistance of the Village, applied for and received a commitment of HSIP funds for 50 percent of the construction cost of making necessary improvements as described herein.

2.4. The Village and the County agree to submit an application to the Ohio Public Works Commission for Round 32 funding for the Project.

3. **SCOPE OF PROJECT**

3.1. The Parties agree that the Project shall include those improvements as specified in the construction plans entitled DEL-SR3-7.21 (PID 102097) by this reference made part of this Agreement, and generally described as follows:

3.1.1. Construction of a traffic signal and left turn lanes on State Route 3 at the intersection with S. Galena Road and N. Walnut Street. Improvements include widening of pavement, resurfacing, minor storm sewer improvements, replacement of guardrail and traffic signs, installation of pavement markings, curb ramps and pedestrian crossings and a new traffic signal.

4. **ENGINEERING, RIGHT OF WAY ACQUISITION, AND CONSTRUCTION MANAGEMENT**

4.1. The County Engineer has prepared plans, specifications, and estimates for the Project.

4.2. The County Engineer has determined that no additional right of way is required for the Project.

4.3. The County Engineer will administer and manage the construction of the Project within both jurisdictions.

5. **PAYMENT OF COSTS**

5.1. Federal Share: ODOT will make payment directly to the Contractor for 50 percent of the eligible construction costs, up to a maximum (“federal cap amount”) of \$536,250 in Federal funds.

5.2. Local Share: The local share shall be equal to 50 percent of the construction costs of the project, and shall be split equally between the County and the Village as follows:

5.2.1. The County will provide funds totaling 25 percent of the construction costs. Funds will come from the Road and Bridge General Fund Account (10040421).

5.2.2. The Village will provide funds totaling 25 percent of the construction costs. Funds will come from Ohio Public Works Commission and the State Highway Fund Account (2021).

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- 5.2.3. The Village has requested \$209,000 from OPWC to assist paying its portion of the Local Share. Ohio Public Works will pay the Contractor for its portion of the Local Share as construction invoices are due.
- 5.2.4. The County will pay the Contractor for the Local Share, minus the OPWC funds, as construction invoices are due.
- 5.2.5. The Village will reimburse the County for the Village’s portion of the Local Share upon receipt of invoice and any necessary supporting documentation from the County at the completion of construction.

5.3. The estimated Project construction costs are as follows.

Total Estimate	\$1,100,000
ODOT	\$ 536,250
Delaware County	\$ 281,875
OPWC	\$ 209,000
Village of Galena	\$ 72,875

- 5.4. The Parties acknowledge that the estimated costs are based on the Engineer’s opinion of probable construction cost and that the local share shall be applied to actual construction costs, with the cost of work determined by the County Engineer based on the location of the work.
- 5.5. The Parties acknowledge that the local share shall include 100 percent of any locally-funded work, cost overruns, and contractor claims.

6. MISCELLANEOUS

- 6.1. **Binding Effect:** This Agreement shall be **binding upon** and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns.
- 6.2. **Governing Law:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in a court of competent jurisdiction in Delaware County, Ohio.
- 6.3. **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 6.4. **Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the Parties. All prior discussions and understandings between the Parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both Parties hereto.
- 6.5. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 6.6. **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf.

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

21
RESOLUTION NO. 17-994

IN THE MATTER OF ACCEPTING THE RECOMMENDATIONS OF THE DELAWARE COUNTY TAX INCENTIVE REVIEW COUNCILS (TIRC) FOR TAX YEAR 2016:

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

WHEREAS, the TIRCs reviewed projects for compliance per Ohio Revised Code 5709.85(C) on Thursday, August 10, 2017; and

WHEREAS, the Berlin Township TIRC reports that it currently does not have any Enterprise Zone or Community Reinvestment Area exemptions to review; and

WHEREAS, the Berlin and Liberty Townships TIRC found the P&D Builders/Ohio Corn Growers CRA exemption was in compliance with all requirements and recommends continuing the agreement; and

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WHEREAS, the Liberty Township TIRC found the State Automobile Mutual CRA exemption was in compliance with all requirements and recommends continuing the agreement. The Liberty Township TIRC also found the CitiCorp CRA exemption was in compliance with all requirements and recommends continuing the agreement; and

WHEREAS, the Orange Township TIRC found the Menard, Inc. CRA exemption was in compliance with all requirements and recommends continuing the agreement. The Orange Township TIRC also found the Olentangy Crossings TIF agreement in compliance with all requirements and recommends continuing the agreement; and

WHEREAS, the Village of Sunbury reports that it currently does not have any Enterprise Zone exemptions to review; and

WHEREAS, the Board of Commissioners is required by the Ohio Revised Code to submit an annual report on the status of each agreement and the recommendations of the TIRC to the Director of the Ohio Development Services Agency;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Board hereby accepts the TIRCs' recommendations.

Section 2. The Board directs the Economic Development Coordinator to file all information required by the State of Ohio with the Director of the Ohio Development Services Agency.

Section 3. The Board hereby thanks the members of the TIRCs for their service.

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

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

**The Board of County Commissioners of Delaware County, Ohio, met in regular session at 9:30 a.m. on September 25, 2017, with the following members present:
Jeff Benton, President, Gary Merrell, Vice President, and Barb Lewis, Commissioner**

**22
RESOLUTION NO. 17-995**

IN THE MATTER OF APPROVING A TAX INCREMENT FINANCING RESOLUTION TO BE PASSED BY THE BOARD OF TOWNSHIP TRUSTEES OF BERKSHIRE TOWNSHIP (DELAWARE COUNTY) OHIO; APPROVING A TAX INCREMENT FINANCING AGREEMENT; AND MAKING RELATED AUTHORIZATIONS:

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

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 5709.73 through 5709.75 (the "TIF Statutes"), the Board of Township Trustees of Berkshire Township (Delaware County), Ohio (the "Township") may, under certain circumstances, create an incentive district in the unincorporated area of the Township, and declare the increase in the assessed value of real property located within the Township (the "Improvement," as further defined in the TIF Statutes) to be a public purpose and exempt from real property taxation, identify certain public infrastructure improvements that, once made, will benefit or serve such real property, provide for service payments in lieu of taxes ("Service Payments," as further defined in the TIF Statutes) by the owners of the real property, and establish a township public improvement tax increment equivalent fund; and

WHEREAS, pursuant to the TIF Statutes, such exemption may be for up to 30 years and 100% of the Improvement with the approval of the board of education of the affected local school district; and

WHEREAS, the Board of Township Trustees of the Township desires to pass a resolution pursuant to the TIF Statutes, substantially in the form on file with the County (the "TIF Resolution"), which TIF Resolution would provide for a 30 year, 100% exemption for the Improvement with respect to certain real property located within the Township (the "Property"); and

WHEREAS, in the TIF Resolution, the Township will require the current and future owners of the Property to pay Service Payments with respect to the Improvement at the same time, in the same amount and in the same manner as the real property taxes that would have been due on such Improvement had the Improvement not been exempted pursuant to the TIF Resolution; and

WHEREAS, pursuant to R.C. Section 5709.73(E), if the TIF Resolution exempts Improvement with respect to a parcel within an incentive district for more than 10 years, or the percentage of the Improvement exempted exceeds 75%, the Township is required to deliver notice to the Board of County Commissioners (the "Board") of Delaware County, Ohio (the "County") of the proposed TIF Resolution, and negotiate with the County

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regarding the sharing of Service Payments generated in connection with the TIF Resolution; and

WHEREAS, pursuant to R.C Section 5709.73(E), the Township is required to provide the Board with notice of the TIF Resolution at least 45 business days prior to its adoption, unless such notice period is waived by the County; and

WHEREAS, the Township delivered notice of the Township’s desire to pass the TIF Resolution to the County on May 24, 2016; and

WHEREAS, pursuant to Resolution No. 16-602, adopted June 20, 2016, this Board objected to the exemption to be provided in the TIF Resolution pursuant to R.C. Section 5709.73(E); and

WHEREAS, as required by R.C. Section 5709.73(E), the Township and the County negotiated for a mutually agreeable compensation arrangement, and have agreed on the terms of such compensation in the TIF Agreement (defined herein); and

WHEREAS, pursuant to R.C. Section 5709.40(A)(5), in order for the Township to create an incentive district in the TIF Resolution, it is necessary for the Delaware County Engineer (the “County Engineer”) to sign a certification, substantially in the form on file with the County (the “Engineer Certificate”), stating that the public infrastructure serving the proposed incentive district is inadequate to meet the development needs of the incentive district, as evidenced by a written economic development plan adopted by the Board of Township Trustees; and

WHEREAS, pursuant to Resolution No. 16-6-11, adopted on June 27, 2016, the Board of Township Trustees adopted an economic development plan for the proposed incentive district meeting the requirements of R.C. Section 5709.40(A)(5) (the “Plan”), and provided a copy of the adopted Plan to the County;

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

Section 1. The Board has received a copy of the Plan, the TIF Resolution, the TIF Agreement and the Engineer Certificate.

Section 2. The Tax Increment Financing Agreement among the County, the Township, Brookdoc Investments, LLC, Brookdoc II Investments LLC and Ciminello’s, Inc., substantially in the form on file with the County, is hereby approved, and the County Commissioners are hereby authorized to execute and deliver the TIF Agreement with such changes that are not inconsistent with this Resolution, are not substantially adverse to the County and are approved by the County Commissioners, all of which shall be evidenced conclusively by the execution of the TIF Agreement by the County Commissioners.

Section 3. In connection with the compensation to be paid to the County pursuant to the TIF Agreement, this Board hereby (i) approves the TIF Resolution and the 30 year, 100% exemption provided therein, (ii) waives the 45 business-day notice required pursuant to R.C. Section 5709.73(E), (iii) waives the 14-day notice required pursuant to R.C. Section 5709.83, and (iv) agrees that the compensation to be provided to the County pursuant to the TIF Agreement shall be the only compensation to be provided to the County in connection with the TIF Resolution pursuant to R.C. Section 5709.82.

Section 4. Each member of this Board, and any other County official, as appropriate, are each authorized and directed to sign any other documents, instruments or certificates and to take such actions as are necessary or appropriate to consummate or implement the transactions described in or contemplated by the TIF Resolution and the TIF Agreement.

Section 5. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution, and that all deliberations of this Board and of any of its committees that resulted in those formal actions, were taken in meetings open to the public in compliance with the law.

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

**TAX INCREMENT FINANCING AGREEMENT
by and among
TOWNSHIP OF BERKSHIRE, (DELAWARE COUNTY), OHIO
and
DELAWARE COUNTY, OHIO
and
CIMINELLO’S, INC.
and
BROOKDOC INVESTMENTS, LLC
and
BROOKDOC II INVESTMENTS LLC**

Dated as of

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September 25, 2017

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TAX INCREMENT FINANCING AGREEMENT

This Agreement, dated as of September 25, 2017 is made by and between the TOWNSHIP OF BERKSHIRE (DELAWARE COUNTY), OHIO, a township and political subdivision of the State of Ohio, DELAWARE COUNTY, OHIO, a county and political subdivision of the State of Ohio, BROOKDOC INVESTMENTS, LLC, an Ohio limited liability company, BROOKDOC II INVESTMENTS LLC, an Ohio limited liability company, and CIMINELLO'S, INC., an Ohio corporation, under the circumstances summarized in the following recitals (capitalized words and terms used, but not defined, in the recitals have the meanings assigned to them in Article I):

WITNESSETH:

WHEREAS, Brookdoc owns fee title to their respective portions of Property; and

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WHEREAS, the Developer will construct, or will cause the construction of, the Project and the Developer Infrastructure; and

WHEREAS, if the County determines it to be in the County's best interests, the County may construct, or will cause the construction of, the County Infrastructure; and

WHEREAS, the County and the Township may construct, or cause the construction of, the Other Infrastructure; and

WHEREAS, the Developer, the County and the Township agree that the Public Infrastructure, once constructed, will directly benefit the Property; and

WHEREAS, the Township passed the TIF Resolution providing, among other things, for the collection of Service Payments to pay Costs of the Public Infrastructure; and

WHEREAS, the Developer and subsequent Owners will make Service Payments with respect to the Improvement to pay Costs of the Public Infrastructure; and

NOW, THEREFORE, in consideration of the foregoing premises and the representations and covenants hereinafter set forth, the Township, County and the Developer hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. In addition to or supplementing words and terms defined elsewhere in this Agreement, the following words and terms shall have the following meanings unless the context or use clearly indicates another or different meaning or intent.

"Authority" means the Berkshire Landing New Community Authority.

"Berkshire Township II Tax Increment Equivalent Fund" means the fund established pursuant to the TIF Statutes in the TIF Resolution.

"Brookdoc" means, collectively, Brookdoc Investments, LLC, an Ohio limited liability company, and Brookdoc II Investments LLC, an Ohio limited liability company.

"Career Center" means the Delaware County Career Center.

"Ciminello's" means Ciminello's Inc., an Ohio corporation.

"Compensation Agreement" means the Compensation Agreement executed between the Township and the School District dated _____, 2017.

"Costs" means all costs permitted to be expended from the TIF Fund pursuant to the TIF Statutes, including, but not limited to, the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B) and interest on the unpaid portion of the Costs, which interest shall accrue at the Interest Rate.

"County" means the County of Delaware, Ohio.

"County Infrastructure" means the items of Public Infrastructure listed on Exhibit C to be constructed by or on behalf of the County.

"County Recorder" means the County Recorder of the County of Delaware, Ohio.

"County Treasurer" means the County Treasurer of the County of Delaware, Ohio.

"Developer" means, collectively, Ciminello's and Brookdoc.

"Developer Infrastructure" means the items of Public Infrastructure listed on Exhibit C to be constructed by or on behalf of the Developer.

"Fire District" means the BSTG Fire District.

"Force Majeure" means acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornados; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; and any litigation that, in the opinion of counsel acceptable to the non-defaulting party, prevents or delays the performance of an obligation.

"Improvement" means the increase in true value of the Property subsequent to the effective date of the TIF Resolution.

"Interest Rate" means, as of the Interest Rate Determination Date, the LIBOR index plus four hundred basis points.

"Interest Rate Determination Date" means, initially, the date of this Agreement, and, thereafter, each June 1.

"Net Service Payments" means the Service Payments remaining in the TIF Fund after the payments made to the School District and the Career Center pursuant to the Compensation Agreement and the TIF Resolution.

"Notice Address" means:

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- a) As to the Township: Board of Township Trustees
Township of Berkshire (Delaware County), Ohio
1454 Rome Corners Road
Galena, Ohio 43021
Attn: Chair
- (i)
- b) With copies to: Board of Township Trustees
Township of Berkshire (Delaware County), Ohio
1454 Rome Corners Road
Galena, Ohio 43021
Attn: Township Administrator
- (i)
- (ii)
- (iii) Chris L. Connelly
Benesch, Friedlander, Coplan & Aronoff, LLP
41 South High Street, Suite 2600
Columbus, Ohio 43215
- c) As to the Developer: Brookdoc Investments LLC
250 East Broad Street
Columbus, Ohio 43215
Attn: Patrick Kelley
- d) Brookdoc II Investments LLC
250 East Broad Street
Columbus, Ohio 43215
Attn: Patrick Kelley
- e) With copies to: Ciminello's, Inc.
567 Lazelle Road
Westerville, Ohio 43081
Attn: Joe Ciminello
- Kagay, Albert, Diehl & Groeber
6877 North High Street, Suite 300
Worthington, Ohio 43085
Attn: Kristina L. Boynton Acklin

“Other Infrastructure” means the items of Public Infrastructure listed on Exhibit C to be constructed by or on behalf of the County and/or the Township.

“Owner” means the Developer and each and every subsequent owner of any portion of the Property.

“Project” means the development described in Exhibit A.

“Property” means the real property described in Exhibit B.

“Public Infrastructure” means the County Infrastructure the Developer Infrastructure and the Other Infrastructure as defined in the TIF Resolution and as further described in Exhibit C.

“Service Payments” means the Service Payments as defined in the TIF Resolution.

“School District” means the Olentangy Local School District.

“State” means the State of Ohio.

“Term” means as to this Agreement that period of time commencing on the last day that the Township or the Developer executes this Agreement and ending on the Termination Date.

“Termination Date” means December 31 of the last year Service Payments can be collected by the Township pursuant to the TIF Resolution.

“TIF Fund” means the Berkshire Township II Tax Increment Equivalent Fund.

“TIF Resolution” means **Resolution No. 17-995, passed September 25, 2017**, exempting certain Improvement to the Property from real property taxation, specifying the Public Infrastructure, requiring the Owners to make Service Payments and approving and authorizing this Agreement.

“TIF Statutes” means, collectively, Ohio Revised Code Sections 5709.73 through 5709.75.

“Township” means the Township of Berkshire (Delaware County), Ohio.

Section 1.2 References. Any reference in this Agreement to the Township, or its officers or employees, or to other public boards, commissions, departments, institutions, agencies, bodies or other entities, or members or officers thereof, includes without limitation, entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or performing their functions lawfully.

Any reference in this Agreement to a section or provision of the Constitution of the State, the TIF Statutes, a section, provision or chapter of the Ohio Revised Code, federal or other laws includes without limitation, that

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section, provision or chapter, or those laws or regulations, as amended, modified, revised, supplemented or superseded from time to time.

Words of any gender used in this Agreement include the correlative words of any other gender. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. The terms "hereof," "herein," "hereby," "hereto" and "hereunder", and similar terms, used in this Agreement refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before, the date of this Agreement. Any reference in this Agreement to an Article, a Section or an Exhibit is a reference to such Article, Section or Exhibit of this Agreement.

**ARTICLE II
THE DEVELOPER**

Section 1.3 Service Payments. The Developer, for itself and all Owners, covenants and agrees that the Owner of the Property or any portion of the Property shall make semiannual Service Payments with respect to the Improvement on the Property or any portion of the Property pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Resolution and any subsequent amendments or supplements thereto. Any late payments shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time. Such Service Payments shall be made semiannually to the County Treasurer on or before the date on which real property taxes would otherwise be due and payable for the Property.

No Owner shall, under any circumstances, be required in any tax year to pay both real property taxes and Service Payments with respect to the Improvement. Each Owner shall only be responsible for making Service Payments which become due and payable during the period of that Owner's ownership of all or any portion of the Property.

Notwithstanding anything in this Agreement to the contrary, the Developer, for itself and all Owners, may contest the assessed valuation of any Improvement for real property tax purposes.

Section 1.4 Filing for Exemption. The Developer, for itself and all Owners, covenants and agrees that each Owner shall file all necessary applications and supporting documents (including, but not limited to, Ohio Department of Taxation Form DTE 24) to obtain and maintain the exemption from real property taxation as contemplated by the TIF Resolution, the TIF Statutes and this Agreement, and to enable the Township to collect the Service Payments. The Township covenants and agrees that the Township will cooperate with the Developer, and will sign any necessary consents, to permit the Developer to file the exemption applications pursuant to this Section (including, but not limited to, the notice required by Ohio Revised Code Section 5709.911(C)).

Section 1.5 Provision of Information. The Developer covenants and agrees, for itself and all Owners, that each Owner shall cooperate in all reasonable ways with, and provide necessary and reasonable information to: (i) the Township to permit the Township to annually file with the Director of the Ohio Development Services Agency the status report required pursuant to Ohio Revised Code 5709.73(I), and (ii) the tax incentive review council established pursuant to Ohio Revised Code Section 5709.85 to permit that council to perform its duties.

Section 1.6 Nondiscriminatory Hiring. The Developer covenants and agrees, for itself and all Owners, that each Owner shall comply with the Township's nondiscriminatory hiring policy adopted pursuant to Ohio Revised Code Section 5709.832.

Section 1.7 Valuation Challenges. The Developer covenants and agrees, for itself and all Owners, that the Owners shall send timely notice of any valuation challenges filed with respect to that portion of the Property owned by that respective Owner, whether filed by Owners or by another party, to Developer and the Township for challenges filed for any year for which exemptions are effective pursuant to the TIF Resolution. Such notice shall be provided to Developer and the Township no later than 30 days after the filing of any valuation challenges.

Section 1.8 Covenants Running with the Land. It is intended and agreed, and it shall be so provided by the Developer in a declaration filed and of record in the office of the County Recorder simultaneously with the Developer's execution of this Agreement, that the covenants provided in Sections 2.1, 2.2, 2.3, 2.4 and 2.5 shall be covenants running with the land during the Term of this Agreement and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by the Township. It is further intended and agreed that these agreements and covenants shall remain in effect for the full period of exemption permitted in accordance with the requirements of the TIF Statutes and the TIF Resolution, after which such period and such agreements and covenants shall expire automatically and without any action required by the Township or any Owner.

Such covenants running with the land shall have priority over any other lien or encumbrance on the Property, except for utility and access easements and provisions of any reciprocal easements and such title exceptions as are approved in writing by the Township (which approval shall not be unreasonably withheld, delayed or conditioned), and the Developer shall cause any and all holders of mortgages or other liens existing on the Property (if any) as of the time of recording of the declaration, to subordinate such lien to the covenants running with the land provided in the declaration.

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The Developer agrees to provide evidence to the Township that the declaration required by Section 2.6 has been filed in the office of the County Recorder.

Section 1.9 Ownership of the Property. Brookdoc represents and warrants that it owns or will soon acquire its respective portions of the Property.

Section 1.10 Construction of the Project. The Developer shall construct or cause to be constructed the Project on the Property.

Section 1.11 Authority Compensation to School District and Fire District; Limitation on TIF Reimbursement. The Developer shall take any and all actions necessary to cause the Property to be added to the Authority as soon as practicable after the passage of the TIF Resolution, and to secure approvals from the Board of Trustees of the Authority and any other public bodies necessary to provide for such addition to the Authority, and to provide for the payment of annual compensation (i) to the School District equal to four (4) mills multiplied by the assessed value of the Property, and (ii) to the Fire District equal to one (1) mill multiplied by the assessed value of the Property, less nominal and customary administrative fees to the Authority (collectively, the "Authority Compensation"), which Authority Compensation shall continue indefinitely. Such actions to be taken by the Developer shall include, but not be limited to, the filing of any necessary petitions and declarations of covenants necessary pursuant to Ohio Revised Code Chapter 349.

Unless and until the necessary documentation to effectuate the payment of the Authority Compensation has been approved and executed by all necessary public bodies and private entities, the Developer shall not be entitled to any reimbursement pursuant to Section 2.10 of this Agreement for the Costs of any Developer Infrastructure. The Developer agrees to provide evidence to the Township of such approval and execution.

Section 1.12 Construction of Public Infrastructure; Reimbursement. Subject to Section 2.9 hereof, upon Developer and/or County constructing or causing to be constructed all or a portion of the Developer Infrastructure, County Infrastructure or Other Infrastructure, the Developer or County, as applicable, shall provide the Township with one or more certified statements of Costs of such Developer Infrastructure, County Infrastructure or Other Infrastructure ("Certified Statements"). The Certified Statements shall include all verifiable information as to the Costs of the Developer Infrastructure, County Infrastructure or Other Infrastructure. Subject to Section 3.2 hereof, upon submission of a Certified Statement by the Developer or County, and contingent upon the Township having received Service Payments for deposit into the TIF Fund, the Township shall pay to the Developer or County, within 30 business days following receipt of each Certified Statement, the Net Service Payments then available in the TIF Fund to satisfy the Certified Statement. Should insufficient Net Service Payments exist in the TIF Fund to pay the Developer or County in full for the Costs of the Developer Infrastructure, County Infrastructure or Other Infrastructure, the Township shall maintain a record of such unpaid amounts, and the Township shall pay to the Developer and/or County such unpaid amounts within 30 days after such Net Service Payments exist in the TIF Fund, subject to Section 3.2 hereof.

The Developer and County understand and agree that the Township's ability and authorization to reimburse the Developer and County for Costs of the Developer Infrastructure, County Infrastructure and Other Infrastructure is limited to the Township's receipt of Service Payments from the County Treasurer that are deposited into the TIF Fund. The Developer and County understand and agree that the Township makes no representation to the Developer or County that sufficient funds will exist in the TIF Fund to reimburse the Developer for the full amount of the Costs of the Developer Infrastructure, County Infrastructure and Other Infrastructure, that the Developer bears sole and exclusive responsibility for all Costs of the Developer Infrastructure that are not reimbursed hereunder due to insufficient Net Service Payments deposited into the TIF Fund, and that the Township and County bear sole and exclusive responsibility for all Costs of the County Infrastructure and Other Infrastructure (to the extent such Other Infrastructure is constructed by the County as described in Section 3.2 hereof) that are not reimbursed hereunder due to insufficient Net Service Payments deposited into the TIF Fund.

Section 1.13 Prevailing Wage. The Developer, County and the Township acknowledge and agree that the Public Infrastructure is subject to the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code, and all wages paid to laborers and mechanics employed on the development of the Public Infrastructure shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Infrastructure, which wages shall be determined in accordance with the requirements of Chapter 4115. The Township, County and the Developer shall comply, and the Developer shall require compliance by all contractors developing the Public Infrastructure, with all applicable requirements of that Chapter 4115, including, without limitation, (i) obtaining from the Ohio Department of Industrial Relations its determination of the prevailing rates of wages to be paid for all classes of work required for the construction of the Public Infrastructure; (ii) obtaining the designation of a prevailing wage coordinator for the construction of the Public Infrastructure; and (iii) ensuring that all subcontractors receive notice of changes in prevailing wage rates as required by that Chapter 4115.

Notwithstanding the foregoing, the prevailing wage requirements described in this Section 2.11 shall apply to (i) the Developer only with respect to the Developer Infrastructure actually constructed by or on behalf of the Developer; (ii) the County only with respect to the County Infrastructure actually constructed by or on behalf of the County; and (iii) the County and/or Township only with respect to the Other Infrastructure actually constructed by or on behalf of the County and/or the Township, respectively. No party shall be required to comply with the prevailing wage requirements of this Section 2.11 for portions of the Public Infrastructure constructed by or on behalf of any other party.

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Section 1.14 Review of Specifications. Either (i) the Developer shall provide the Township with information regarding the specifications for the construction of the Developer Infrastructure received by the Developer from the contractor or contractors constructing the Developer Infrastructure; or (ii) the Authority shall be the contracting party for the Developer Infrastructure and all contractors for the construction of the Developer Infrastructure shall be selected by the Board of Trustees of the Authority. With respect to (i) above, the Township shall review such information, and shall provide the Developer with any comments regarding the specifications no later than 10 days after receipt of the information from the Developer. With respect to (ii) above, the Developer shall submit to the Board of Trustees of the Authority such information as may be required by the Authority to select an appropriate contractor for such Developer Infrastructure. In all cases, all submissions shall occur before the execution of any construction contracts for the Developer Infrastructure.

With respect to any County Infrastructure to be constructed, or cause to be constructed, by a party other than the County, the Parties agree that the Authority shall be the contracting party for that County Infrastructure and all contractors for the construction of such County Infrastructure shall be selected by the Board of Trustees of the Authority. The Developer and/or County, as appropriate, shall submit to the Board of Trustees of the Authority such information as may be required by the Authority to select an appropriate contractor for such County Infrastructure. All submissions shall occur before the execution of any construction contracts for such County Infrastructure.

**ARTICLE III
THE TOWNSHIP**

Section 1.15 Covenant to Cooperate and Use Best Efforts. The Township covenants to cooperate and to use its best efforts to timely perform all its obligations pursuant to this Agreement.

Section 1.16 Use of Funds in the TIF Fund. The Township covenants that it shall use Service Payments deposited in the TIF Fund for the following purposes, and in the following order:

- a) (a) First, to make payments to the School District pursuant to the Compensation Agreement;
- b) (b) Second, to make payments to the Career Center as provided in the TIF Resolution.

After the required payments to the School District and Career Center, the Net Service Payments shall be used as follows:

- (a) The County shall receive all remaining Net Service Payments until it has been fully reimbursed for its Costs associated with the County Infrastructure. Alternatively, the Developer may submit a construction bond or other surety to the County for such costs in a form acceptable to the County Engineer, in which case the Developer shall be entitled to reimbursement for such County Infrastructure in the same manner as for the Developer Infrastructure provided below.
- (b) After the County has been fully reimbursed for the Costs associated with the County Infrastructure, or after the Developer has submitted an acceptable construction bond or other surety, the remaining Net TIF Service Payments shall be paid to the Developer for Costs associated with the Developer Infrastructure, provided, however, that with respect only to the Developer's Costs to extend Fourwinds Drive from its current terminus to 3 Bs and K Road (the "Fourwinds Costs"), the Net Service Payments may be used to reimburse the Developer for up to 30% of such Fourwinds Costs. The 30% limitation does not apply to any Costs of Developer Infrastructure.
- (c) After the Developer has been fully reimbursed for the Costs of the Developer Improvements as provided herein, the Net Service Payments shall be split 50/50 between the County and the Township and used for Costs of Other Infrastructure.
- (d) Any incidental surplus remaining after the County and the Township have been fully reimbursed for Costs of Other Infrastructure shall be transferred to the general fund of the Township.

Section 1.17 Release. Any time after the Township can no longer require Service Payments to be made in accordance with the TIF Statutes and the TIF Resolution, the Township shall, upon the request of any Owner, execute an instrument in recordable form evidencing the termination of the covenants running with the land set forth in Section 2.6.

Section 1.18 Estoppel Certificate. Upon request of any Owner, within 30 days the Township shall execute and deliver to the Owner, or any proposed purchaser, mortgagee or lessee of any portion of the Property, a certificate stating: (a) that the Agreement is in full force and effect, if the same is true; (b) that the Owner is not in default under any of the terms, covenants or conditions of the Agreement, or, if the Owner is in default, specifying the nature of the default; and (c) such other matters as the Owner reasonably requests.

**ARTICLE IV
ADDITIONAL REPRESENTATIONS, WARRANTIES,
COVENANTS AND AGREEMENTS**

Section 1.19 Certain Representations, Warranties, Covenants and Agreements of Township. The Township represents, warrants and agrees that:

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a) It is a township and political subdivision duly organized and validly existing under the laws of the State.

b) It will have duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement, and this Agreement when executed and delivered will be a valid and binding instrument enforceable in accordance with its terms.

c) It is not in violation of or in conflict with any provision of the laws of the State which would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement.

d) It has and will have full power and authority (i) to execute, deliver, observe and perform this Agreement, and (ii) to enter into, observe and perform the transactions contemplated in this Agreement.

e) It has or will have duly authorized the execution, delivery, observance and performance of this Agreement.

Section 1.20 Certain Representations, Warranties, Covenants and Agreements of County. The County represents, warrants and agrees that:

a) It is a county and political subdivision duly organized and validly existing under the laws of the State.

b) It will have duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement, and this Agreement when executed and delivered will be a valid and binding instrument enforceable in accordance with its terms.

c) It is not in violation of or in conflict with any provision of the laws of the State which would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement.

d) It has and will have full power and authority (i) to execute, deliver, observe and perform this Agreement, and (ii) to enter into, observe and perform the transactions contemplated in this Agreement.

e) It has or will have duly authorized the execution, delivery, observance and performance of this Agreement.

Section 1.21 Certain Representations, Warranties, Covenants and Agreements of Ciminello's. Ciminello's represents, warrants and agrees that:

a) It is a corporation, duly organized, validly existing under the laws of the State of Ohio and in good standing to do business in the State of Ohio.

b) It has all requisite power and authority and all necessary licenses and permits to own and operate the Property and to carry on its business as now being conducted and as presently proposed to be conducted at the Property.

c) There are no actions, suits, proceedings, inquiries or investigations pending, or to the knowledge of Ciminello's threatened, against or affecting Ciminello's in any court or before any governmental authority or arbitration board or tribunal which involve the possibility of materially and adversely affecting the transactions contemplated by this Agreement or the ability of Ciminello's to perform its obligations under this Agreement.

d) The execution and delivery by Ciminello's of this Agreement and the compliance by Ciminello's with all of the provisions hereof (i) are within the authority and powers of Ciminello's, (ii) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, articles of organization, operating agreement or other instrument to which Ciminello's is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over Ciminello's or any of its activities or properties, and (iii) have been duly authorized by Ciminello's.

e) No event has occurred and no condition exists with respect to Ciminello's that would constitute a default under this Agreement or which, with the lapse of time or with the giving of notice or both, would become an Event of Default under this Agreement.

Section 1.22 Certain Representations, Warranties, Covenants and Agreements of Brookdoc. Each Brookdoc entity for itself represents, warrants and agrees that:

a) It is a limited liability company, duly organized, validly existing under the laws of the State of Ohio and in good standing to do business in the State of Ohio.

b) It has all requisite power and authority and all necessary licenses and permits to own and operate the Property and to carry on its business as now being conducted and as presently proposed to be conducted at the Property.

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c) There are no actions, suits, proceedings, inquiries or investigations pending, or to the knowledge of Brookdoc threatened, against or affecting Brookdoc in any court or before any governmental authority or arbitration board or tribunal which involve the possibility of materially and adversely affecting the transactions contemplated by this Agreement or the ability of Brookdoc to perform its obligations under this Agreement.

d) The execution and delivery by Brookdoc of this Agreement and the compliance by Brookdoc with all of the provisions hereof (i) are within the authority and powers of Brookdoc, (ii) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, articles of organization, operating agreement or other instrument to which Brookdoc is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over Brookdoc or any of its activities or properties, and (iii) have been duly authorized by Brookdoc.

e) No event has occurred and no condition exists with respect to Brookdoc that would constitute a default under this Agreement or which, with the lapse of time or with the giving of notice or both, would become an Event of Default under this Agreement.

Section 1.23 The Developer's Representations as to Property Taxes. The Developer represents that at the time of its execution of this Agreement, the Developer is not charged with any delinquent real property taxes on the tax list and duplicate of the County.

**ARTICLE V
EVENTS OF DEFAULT AND REMEDIES**

Section 1.24 Events of Default and Remedies.

a) Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, the entity asserting default shall provide written notice of such default or breach to the other party. The other party shall have 30 days after the receipt of such written notice to promptly to cure or remedy such default or breach. In case such remedial action is not taken or not diligently pursued within 30 days of such written notice, the entity asserting default or breach may institute such proceedings at law or in equity, and in the case of a claim against the Township or County, if appropriate, an action in mandamus, as may be necessary or desirable in its opinion to remedy such default or breach.

b) Notwithstanding the preceding paragraph, if by reason of Force Majeure the Township, County or the Developer fails in the observance or performance of any of their agreements, duties or obligations to be observed or performed under this Agreement, the Township, County or the Developer, as appropriate, shall not be deemed to be in default under this Agreement. The Township, County or the Developer, as appropriate, will give notice promptly to the other of any event of Force Majeure and will use its best efforts to remedy that event with all reasonable dispatch; provided that the Township, County and the Developer will not be required to settle strikes, lockouts or other industrial disturbances by acceding to the demands of any opposing person or entity, when in the Township's, the County's or the Developer's, as appropriate, judgment, that course would be unfavorable to it.

c) The declaration of an Event of Default hereunder and the exercise of rights, remedies and powers upon the declaration are subject to any applicable limitations of federal bankruptcy law affecting or precluding the declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 1.25 No Remedy Exclusive. Unless provided expressly otherwise herein, no right, remedy or power conferred upon or reserved to the Township, County or the Developer under this Agreement is intended to be exclusive of any other available right, remedy or power, but each right, remedy and power shall be cumulative and concurrent and shall be in addition to every other right, remedy and power available under this Agreement or existing at law, in equity or by statute or otherwise now or hereafter.

No exercise, beginning of the exercise, or partial exercise by the Township, County or the Developer of any one or more rights, remedies or powers shall preclude the simultaneous or later exercise by the Township, County or the Developer of any or all of its other rights, remedies or powers. No delay or omission in the exercise of any right, remedy or power accruing upon any Event of Default hereunder shall impair that or any other right, remedy or power or shall be construed to constitute a waiver of any Event of Default hereunder, but any right, remedy or power may be exercised from time to time and as often as may be deemed to be expedient.

Section 1.26 No Additional Waiver Implied by One Waiver. In the event that any covenant, agreement or obligation under this Agreement shall be breached by the Township, County or the Developer and the breach shall have been waived in writing thereafter by the Township, County or the Developer, as the case may be, the waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other or any subsequent breach.

No failure by the Township, County or the Developer to insist upon the strict observance or performance by the others of any covenant, agreement or obligation under this Agreement and no failure to exercise any right, remedy or power consequent upon a breach thereof, shall constitute a waiver of any right to strict observance

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or performance or a waiver of any breach. No express waiver shall be deemed to apply to any other breach or to any existing or subsequent right to remedy the breach.

Section 1.27 Waiver of Appraisalment, Valuation and Other Laws. In the event that there is an Event of Default under this Agreement by the Developer and the Developer does not contest the existence of the Event of Default, the Developer hereby waives the benefit of all appraisalment, valuation, stay, extension or redemption laws in force from time to time, all right of appraisalment and redemption to which it may be entitled, and all rights of marshaling. Neither the Developer nor anyone claiming through it, shall set up, claim or seek to take advantage of any of those laws or rights.

Section 1.28 Right to Observe and Perform Covenants, Agreements and Obligations. If the Developer fails to observe or perform any covenant, agreement or obligation, under this Agreement, without demand upon the Developer and without receipt of a waiver or release of any covenant, agreement, obligation or Event of Default, upon thirty (30) days written notice to the Developer the Township may observe or perform that covenant, agreement or obligation for the account of the Developer, provided that the Township shall have no obligation to take any of those actions. Any expenses incurred by the Township under this Section shall be charged to and payable by the Developer.

Section 1.29 Reimbursement by the Developer. The Developer shall indemnify and promptly reimburse the Township and County for costs, expenses and reasonable attorney's fees incurred by the Township and County on account of any action, suit or claim incurred as a result of any event of default described in this Article V caused by the Developer.

Section 1.30 Provisions Subject to Applicable Law. All rights, remedies and powers hereunder may be exercised only to the extent permitted by applicable law. Those rights, remedies and powers are intended to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law.

ARTICLE VI
MISCELLANEOUS

Section 1.31 Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the Township, County or the Developer, as appropriate, at the appropriate Notice Address or to such other address as the recipient shall have previously notified the sender of in writing as provided in this Section. The Township, County or the Developer, by notice given hereunder, may designate any further addressee or a different Notice Address to which subsequent notices, certificates, requests or other communications shall be sent.

Section 1.32 Extent of Provisions; No Personal Liability. All representations, warranties, covenants, agreements and obligations of the Township and County under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future member, officer, agent or employee of the Township or County in other than his or her official capacity.

No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future member, officer, agent or employee of the Township, County or the Developer in an individual capacity. No official executing or approving the Township's, County's or the Developer's participation in this Agreement shall be liable personally under this Agreement.

Section 1.33 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Township and all Owners and their respective successors and assigns, provided, however, only the covenants running with the land described in Section 2.6 shall be binding on Owners subsequent to the Developer unless that subsequent Owner is the successor of a Developer or an assignee of this Agreement.

The Township, County and the Developer shall each observe and perform faithfully at all times all their covenants, agreements and obligations under this Agreement.

Each covenant, agreement and obligation of the Township or County under this Agreement is binding upon each officer of the Township and County who may have the authority or duty from time to time under law to take any action which may be necessary or advisable to observe or perform that covenant, agreement or obligation.

Section 1.34 Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

Section 1.35 Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

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a) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

b) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

c) each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 1.36 Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 1.37 Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State. All claims, counterclaims, disputes and other matters in question regarding the Township and its agents and employees, the County and its agents and employees and the Developer and its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the State.

Section 1.38 Survival of Representations and Warranties. All representations and warranties of the Developer, County and the Township contained in this Agreement shall survive the execution and delivery of this Agreement and the recording of any deeds contemplated hereby.

IN WITNESS WHEREOF, the Township and the Developer have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above, but actually on the dates by their respective executions.

TOWNSHIP OF BERKSHIRE (DELAWARE COUNTY), OHIO

Date: _____, 2017

By: _____
Township Trustee

By: _____
Township Trustee

By: _____
Township Trustee

DELAWARE COUNTY, OHIO

Date: _____, 2017

By: _____
County Commissioner

By: _____
County Commissioner

By: _____
County Commissioner

BROOKDOC INVESTMENTS, LLC

Date: _____, 2017

Print Name:
Title:

BROOKDOC II INVESTMENTS LLC

Date: _____, 2017

Print Name:
Title:

CIMINELLO'S INC.

Date: _____, 2017

Print Name:

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Title:

FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of the Township of Berkshire (Delaware County), Ohio under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the Township during the year 2017 under the foregoing Agreement have been lawfully appropriated for that purpose, and will be in the Treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. There is no obligation for the Township to make any payments pursuant to this Agreement except from Service Payments deposited into the TIF Fund. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2017

Fiscal Officer
Berkshire Township (Delaware County), Ohio

**EXHIBIT A
PROJECT**

The Project is the construction of approximately 373 single-family residential units on the Property, with all related improvements and appurtenances.

**EXHIBIT B
PROPERTY**

The Property in the Incentive District is the approximately 175.5± acres of real estate situated in Berkshire Township, Delaware County, Ohio shown on the attached depiction and comprised of all of current parcel number 41722002038000 and a portion of current parcel number 41722002036000.

**EXHIBIT C
PUBLIC INFRASTRUCTURE**

The Public Infrastructure is comprised of the "County Infrastructure," "Developer Infrastructure" and the "Other Infrastructure," as defined below.

County Infrastructure:

Construction, reconstruction, resurfacing, or acquisition of improvements to the Interstate 71 and U.S. 36/S.R. 37 and public roads in the immediate vicinity, now or as may be reconfigured in the future, as determined necessary by the County Engineer, up to a cap of \$1,546,400 in total Costs.

Developer Infrastructure:

Extension of Fourwinds Drive from its current terminus to 3 B's and K Road, subject to the 30% limitation specified in Section 3.2(b);

Sidewalks, bike paths and multi-use paths that are not located internal to the Project site and that would otherwise be required as a condition to the platting or zoning associated with the Project, the allowable locations of which are shown on the attached map;

Sanitary and storm sewer lines and related improvements to the main sewer line running North and South adjacent to the Project site, the allowable locations of which are shown on the attached map;

Construction of right hand turn lanes on U.S. 36/37 at Fourwinds Drive or other improvements to U.S. 36/37 and Fourwinds Drive that are approved by the County Engineer; and

Construction of improvements to realign North 3B's and K Road with its connection to Fourwinds Drive.

Other Infrastructure:

The Other Infrastructure includes, but is not limited to, streetscape and related improvements; construction of improvements to any public roads; easement and right-of-way acquisition in aid of industry or commerce; demolition and clearing; paving; grading; sidewalks; curbing; gutters; landscaping and irrigation; traffic signals and signage; striping; street lighting; guardrails; professional fees; permit, design review and permit and inspection costs; provision of gas, electric and communications service facilities necessary for economic development purposes; utility connection and tapping fees into main County lines; water and sewer lines; stormwater retention ponds and related public infrastructure improvements (e.g., fencing and guardrails, foot and bike paths, fountains and aerators); construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare; drainage improvements and improvements to existing drainage facilities; and any other public infrastructure improvements constructed or maintained by or on behalf of the Township that are determined by the Board to directly benefit the Property.

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

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RESOLUTION NO. 17-996

IN THE MATTER OF DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE TOWNSHIP OF ORANGE, DELAWARE COUNTY, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING SPECIFIC PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT, ONCE MADE, WILL DIRECTLY BENEFIT THE PARCELS FOR WHICH IMPROVEMENT IS DECLARED TO BE A PUBLIC PURPOSE; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A REDEVELOPMENT TAX EQUIVALENT FUND; APPROVING THE EXECUTION OF A TIF AGREEMENT; APPROVING THE EXECUTION OF A DEVELOPER'S AGREEMENT; APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH ORANGE TOWNSHIP; DESIGNATING A TAX INCENTIVE REVIEW COUNCIL; ESTABLISHING NONDISCRIMINATORY HIRING POLICIES; AND PROVIDING RELATED AUTHORIZATIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.78, 5709.79, 5709.80 AND 5709.85.

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

WHEREAS, Ohio Revised Code ("R.C.") Section 5709.78(A) provides that this Board of County Commissioners (the "Board") may, under certain circumstances, (i) declare improvement to parcels of real property located in the County of Delaware (the "County") to be a public purpose, thereby granting to that improvement an exemption from real property taxation, and (ii) designate specific public infrastructure improvements made, to be made, or in the process of being made that directly benefit, or that once made will directly benefit, the parcels for which improvement is declared to be a public purpose; and

WHEREAS, pursuant to R.C. Section 5709.78(C)(1), said exemption may be for up to one hundred percent (100%) of such improvement for up to thirty (30) years with the approval of the board of education of the city, local or exempted village school district within the territory of which the improvement is or will be located; and

WHEREAS, the real property shown in Exhibit A hereto and incorporated herein by reference (the "Property") is located in the State of Ohio (the "State"), County of Delaware (the "County"), in the unincorporated area of the County, with each parcel of the Property referred to herein as a "Parcel" (whether as presently appearing on County tax duplicates or as subdivided or combined and appearing on future tax duplicates); and

WHEREAS, the current and future owners of the Property (each an "Owner" and collectively the "Owners") wish to develop the Property for commercial use, based on market demand and otherwise improving the Property (the "Project"), provided that the appropriate development incentives are available to support this development; and

WHEREAS, by separate resolution, this Board is authorizing the execution of a Community Reinvestment Area Agreement (the "CRA Agreement") by and between the County and Highdev II, LLC (the "Developer") to confirm that the Owners will be provided with a real property tax exemption for fifteen (15) years for the assessed value of structures constructed at the Property (the "CRA Exemption"); and

WHEREAS, this Board has determined that it is necessary and appropriate and in the best interests of the County to provide for service payments in lieu of real property taxes ("Service Payments," as further defined below) with respect to the Property pursuant to R.C. Section 5709.79, which Service Payments shall be used to fund costs of "public infrastructure improvements," as defined in R.C. Section 5709.77 that directly benefit the Parcel and as further described in Exhibit C hereto (the "Public Infrastructure Improvements"); and

WHEREAS, the Project necessitates certain Public Infrastructure Improvements to be constructed by or on behalf of the Developer (the "Developer Improvements"), and it is in the best interests of the County that, to the extent any Developer Improvements must be constructed, such construction be performed by the Developer, as the Developer Improvements benefit the Property but would, absent the Project, not be constructed by the County; and

WHEREAS, a portion of the Developer Improvements, primarily comprised of internal road improvements (the "Roadway Improvements") are anticipated to be dedicated to the County after construction and completion, in accordance with the Subdivision Regulations of Delaware County, Ohio; and

WHEREAS, the County has determined that it is in the County's best interest to enter into a development agreement (the "Developer's Agreement", a draft of which is attached hereto as Exhibit D and incorporated herein) with the Developer with respect to the construction of the Roadway Improvements and the subsequent dedication and acceptance thereof; and

WHEREAS, notice of this proposed Resolution has been delivered to the Board of Education of the Olentangy Local School District (the "School District") and the Board of Education of the Delaware Area Career Center (the "JVSD") in accordance with and within the time period prescribed in R.C. Sections 5709.78 and 5709.83, or such notice has been waived by the School District or JVSD, and the School District has approved the TIF Exemption, as described herein; and

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WHEREAS, R.C. Section 5709.85(A) requires the legislative authority of any county granting an exemption from taxation under R.C. Section 5709.78 to create a tax incentive review council ("TIRC"), which TIRC is required to perform an annual review of exemptions from taxation granted pursuant to R.C. Section 5709.78; and

WHEREAS, the County has determined to enter into an Intergovernmental Cooperation Agreement for Funding Public Infrastructure Improvements with Orange Township (the "Township") pursuant to which the County will allocate to the Township a portion of the Service Payments (as defined hereinbelow) retained by the County under the TIF Agreement to be used by the Township to pay the cost of continued maintenance of any Public Infrastructure Improvements constituting public roads and highways (the "Roadway Maintenance"); and

WHEREAS, pursuant to R.C. Section 5709.832, the legislative authority of any county that grants an exemption from taxation under R.C. Sections 3735.67 or 5709.78 must develop policies that ensure that the recipient of the exemption practices nondiscriminatory hiring in its operations;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE COUNTY COMMISSIONERS OF THE COUNTY OF DELAWARE, STATE OF OHIO:

Section 1. Pursuant to R.C. Section 5709.78, this Board hereby declares the increase in the assessed value of the Property after the effective date of this Resolution (which increase in assessed value is an "Improvement" as defined in R.C. Section 5709.77, but which Improvement shall not include the assessed value of any structures exempted in accordance with the CRA Agreement for the period and to the extent that the structures are exempt in accordance with the CRA Agreement) to be a public purpose and further declares that seventy-five percent (75%) of such Improvement shall be exempt from real property taxation commencing for each Parcel on the earlier of the first day of (i) the tax year in which there is an increase in assessed value (i.e., 35% of true value) of at least \$200,000 or (ii) tax year 2028, and ending for each Parcel twenty (20) years after such date (the "TIF Exemption").

Section 2. As provided in R.C. Section 5709.79, the Owner of any Parcel with an Improvement is required hereby to make annual service payments in lieu of taxes to the Delaware County Treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes. Each such payment (including any interest and penalties) shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from real property taxation (the service payments in lieu of taxes, including any penalties and interest, are referred to herein as the "Service Payments"). No Service Payments are required with respect to the assessed value of any structures exempted in accordance with the CRA Agreement for the period and to the extent that the structures are exempt in accordance with the CRA Agreement. The County Treasurer shall remit all Service Payments to the County for deposit in the Redevelopment Tax Equivalent Fund (or such other name as determined by the County Treasurer, the "Fund") established in Section 4 hereof. This Board hereby authorizes the Economic Development Director (the "Economic Development Director") or other appropriate officers of the County to provide such information and certifications and execute and deliver, or accept delivery of such instruments as are necessary and incidental to collect those Service Payments and to make such arrangements as are necessary and proper for payment of the Service Payments. Any late payments shall be subject to penalty and bear interest at the then current rates established under R.C. Sections 323.121 and 5703.47, as may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time. The Service Payments shall be allocated and deposited in accordance with Section 4 and 5 of this Resolution.

Section 3. The Public Infrastructure Improvements and the Developer Improvements are hereby designated as public infrastructure improvements that have already been made, are in the process of being made or that are expected to be made and that will directly benefit the Property.

Section 4. This Board hereby establishes, pursuant to and in accordance with the provisions of R.C. Section 5709.80, the Fund, into which shall be deposited all of the Service Payments distributed to the County with respect to the Improvement to the Property by or on behalf of the County Treasurer, as provided in R.C. Section 5709.79, and to be used solely for the purposes authorized in R.C. Section 5709.77, *et seq.*, and this Resolution. The Fund shall remain in existence so long as Service Payments are collected and used for the aforesaid purposes, subject to the limits set forth in Section 2 hereof, after which said Fund shall be dissolved in accordance with R.C. Section 5709.80(D). Upon dissolution, any incidental surplus money remaining in the Fund shall be disposed of as provided in R.C. Section 5709.80(D).

Section 5. The (a) Tax Increment Financing Agreement (the "TIF Agreement") by and between the County and the Developer, substantially in the form attached to this Resolution as Exhibit B, providing for use of the Service Payments, including, but not limited to, for reimbursement to the Developer for costs of the Developer Improvements, (b) the Developer's Agreement by and between the County and the Developer, substantially in the form attached to this Resolution as Exhibit D, providing for undertaking of the Roadway Improvements by the Developer, and (c) the Intergovernmental Cooperation Agreement for Funding Public Infrastructure Improvements (the "Intergovernmental Cooperation Agreement") by and between the County and the Township, substantially in the form attached to this Resolution as Exhibit E, providing for the allocation of Service Payments to the Township to fund the cost of the Roadway Maintenance, each are hereby approved and authorized, with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the County as determined by the members of the Board executing such documents.

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Section 6. This Board hereby authorizes the Economic Development Director or other appropriate officers of the County to take such actions as are necessary or appropriate to implement the transactions contemplated by this Resolution, including the filing of one or more applications for exemption and any related forms in accordance with R.C. Section 5709.911.

Section 7. This Board acknowledges that the County has created a Tax Incentive Review Council (“TIRC”) with the membership of the TIRC constituted in accordance with R.C. Section 5709.85. The TIRC shall review annually all exemptions from taxation resulting from the declarations set forth in this Ordinance and any other such matters as may properly come before the TIRC, all in accordance with R.C. Section 5709.85.

Section 8. In accordance with R.C. Section 5709.832, the County hereby establishes the following nondiscriminatory hiring policies for application to recipients of exemptions granted pursuant to this Resolution and all other past and future tax exemptions granted by the County pursuant to R.C. Chapter 725 and 1728, and R.C. Sections 3735.67, 5709.78, and 5709.63.

- a. No tax exemption recipient may deny employment to an individual solely on the basis of race, color, religion, sex, national origin, age, disability, ancestry, or other non-job related criteria.
- b. The TIRC shall review each exemption recipient’s compliance with the foregoing nondiscrimination requirement and, if necessary, may submit to the Board written recommendations for enhancing compliance with the nondiscrimination requirement.

Section 9. The Economic Development Director, or any other official, as appropriate, are each authorized and directed to sign any other documents, instruments or certificates and to take such actions as are necessary or appropriate to consummate or implement the actions described herein or contemplated by this Resolution.

Section 10. Pursuant to R.C. Section 5709.78, the Economic Development Director is hereby directed to deliver a copy of this Resolution to the Director of the Development Services Agency of the State within fifteen (15) days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Economic Development Director or other authorized officer of this County shall prepare and submit to the Director of the Development Services Agency of the State the status report required under R.C. Section 5709.78(H).

Section 11. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any decision making bodies of the County that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

Section 12. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

**EXHIBIT A to TIF Resolution
DESCRIPTION OF THE PROPERTY**

The Property is the real estate situated in the Township of Orange, County of Delaware and State of Ohio consisting of the parcel numbers listed below:

Parcel No. 318-230-01-003-000

**EXHIBIT B to TIF Resolution
DRAFT TAX INCREMENT FINANCING AGREEMENT
[attached]
TAX INCREMENT FINANCING AGREEMENT**

This Tax Increment Financing Agreement (this “Agreement”) is made and entered into effective as of **September 25, 2017 (the “Effective Date”)** by and between the COUNTY OF DELAWARE, Ohio (the “County”), a political subdivision of the State of Ohio, and HIGHDEV II, LLC (the “Developer”), an Ohio limited liability company with its principal office located at 4800 Roberts Rd, Columbus, OH 43228.

RECITALS:

A. On various dates, the Developer has acquired fee title to certain real property situated in the County, a description of which real property is attached hereto as Exhibit A (the “Project Area”) and incorporated herein by reference, with each parcel of real property within the Project Area referred to herein as a “Parcel” (whether as presently appearing on county tax duplicates or as subdivided or combined and appearing on future tax duplicates). The increase in assessed value of each Parcel subsequent to the adoption of the “TIF Resolution” (as defined below) shall be referred to herein as the “Improvement”; provided, however, the Improvement shall not include the assessed value of any structures exempted in accordance with the “CRA Agreement” (defined below) for the period and to the extent that the structures are exempt under the CRA Agreement (i.e., the County of Delaware, Ohio (the “County”) and the Developer intend for the CRA Agreement exemptions to take priority over the TIF Resolution exemptions).

B. Provided appropriate economic development incentives are available, the Developer desires to develop the Project Area for industrial uses, manufacturing/logistics uses, and medical and other professional

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services, to be known as the "Creekside Industrial Park" (the "Project").

C. In connection with the development of the Project, the Developer intends to undertake certain public infrastructure improvements that will directly benefit the Project Area, as described in Exhibit B attached hereto (each a "Developer Improvement"; collectively, the "Developer Improvements").

D. In connection with the development of the Project, a real property tax exemption for fifteen (15) years for the assessed value of structures (the "CRA Exemption") shall be granted by the County pursuant to the Community Reinvestment Area Agreement by and between the County and the Developer (the "CRA Agreement").

E. In connection with the development of the Project, the Developer intends to cause certain other improvements, in addition to the Developer Improvements, to be made to the Project Area at a total cost of approximately \$51,740,000 that shall be subject to the CRA Exemption.

F. Pursuant to Ohio Revised Code ("R.C.") Section 5709.78, Improvement to parcels of real property may be declared by a County to be a public purpose.

G. Pursuant to Resolution No. 17-996, passed September 25, 2017, (the "TIF Resolution"), the Board of Commissioners of the County (the "Board of Commissioners") declared that the Improvement is a public purpose pursuant to R.C. Section 5709.78 and that 75% of the Improvement is exempt from real property taxation for a period of twenty (20) years, subject to the priority application of the CRA Exemption.

H. The TIF Resolution requires the Developer and all future owners of the Project Area (each individually an "Owner" and collectively the "Owners") to make annual service payments in lieu of real property taxes (the "Service Payments," as defined below) equal to the real property taxes that would have been payable had the Improvement not been exempt from real property taxation pursuant to the TIF Resolution.

I. Pursuant to the TIF Resolution, the County has caused to be established and maintained a Redevelopment Tax Equivalent Fund (the "TIF Fund"), which TIF Fund shall receive all Service Payments distributed by the County Treasurer to the County pursuant to R.C. Section 5709.79.

J. The TIF Resolution authorizes the Service Payments to be used to make payments to the Developer for the Developer Improvements.

K. Pursuant to the TIF Resolution, the Board of Commissioners has approved the terms of this Agreement and authorized its execution on behalf of the County.

L. The County and Orange Township (the "Township") intend to enter into an Intergovernmental Cooperation Agreement (the "Intergovernmental Agreement"), pursuant to which the County will transfer a portion of the moneys in the TIF Fund to the Township to fund Township costs related to continued maintenance of public roads to be constructed by the County or Developer pursuant to this Agreement with moneys in the TIF Fund, which constitute costs of "public infrastructure improvements," as defined in R.C. Section 5709.77.

M. The parties desire to enter into this Agreement on the terms and conditions hereinafter set forth to provide for the collection of and disbursement of the Service Payments and to enable the Developer to undertake the Developer Improvements within the Project Area.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and to induce the Developer to proceed with the construction of the Developer Improvements, the Developer and the County hereto agree as follows:

Section 1. Construction of Developer Improvements.

A. Authorization, Cooperation, Dedication, and Maintenance. The Developer is not obligated to undertake or cause to be undertaken the Developer Improvements. The Developer, at its option, may choose to undertake or cause to be undertaken within and/or adjacent to the Project Area acquired by the Developer the Developer Improvements. To the extent Developer Improvements are constructed, construction of the Developer Improvements is estimated, but not required, to commence by August 1, 2017 and is estimated, but not required, to be substantially complete by December 31, 2017. Construction of the Developer Improvement described in the Developer's Agreement with the County, which is fully incorporated into this Agreement and the form of which is attached hereto as Exhibit C (the "Developer Agreement"), which described improvement will be dedicated to the County, shall be undertaken in accordance with the Developer Agreement.

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B. Application of Service Payments. The County shall use the Service Payments in the TIF Fund as follows:

- i. 50% of the Service Payments in the TIF Fund, minus an amount equal to the lesser of (a) 3.8% of the Service Payments paid into the TIF Fund in any year, or (b) \$20,000 (the "Township Contribution – County Amount"), which Township Contribution – County Amount shall be retained by the County in the TIF Fund and paid to the Township in accordance with the Intergovernmental Agreement, shall be retained by the County and used to fund costs of "public infrastructure improvements," as defined in R.C. Section 5709.77 that directly benefit the Project Area; and
- ii. 50% of the Service Payments in the TIF Fund, minus an amount equal to the lesser of (a) 3.8% of the Service Payments paid into the TIF Fund in any year, or (b) \$20,000 (the "Township Contribution – Developer Amount"), which Township Contribution – Developer Amount shall be retained by the County in the TIF Fund and paid to the Township in accordance with the Intergovernmental Agreement, shall be paid to the Developer to reimburse the Developer for the cost of undertaking the Developer Improvements (the "Cost of Developer Improvements") until the Cost of Developer Improvements has been paid in full.

Any Service Payments generated from an improvement to a Parcel that is not consistent with recital "B" of this Agreement, namely "industrial uses, manufacturing/logistics uses, or medical and other professional services" (an "Eligible Use") shall be retained by and used in the sole discretion of the County to pay for public infrastructure improvements and shall be eligible to pay the Cost of Developer Improvements only to the extent that the County approves such use, in writing. An example of a use that is not an Eligible Use is a retail-oriented project or a storage facility.

The Cost of Developer Improvements shall include the Developer's land acquisition costs and any and all costs the Developer incurs in order to construct the Developer Improvements, including the items of "costs of permanent improvements" set forth in R.C. Section 133.15(B). Those costs include but are not necessarily limited to: (i) cash paid; (ii) interest on cash paid by the Developer from the latter of the date of such payment or the Effective Date until the date of reimbursement by the County, at the interest rate of 9% per annum; (iii) out of pocket expenses for third-party review and inspection fees (including, but not limited to, County fees) incurred in connection with the construction of the Developer Improvements; (iii) out of pocket expenses for third-party professional fees (e.g., engineering fees, environmental professional fees, architectural fees, project management fees and legal fees); and (iv) out of pocket expenses for third-party construction management and supervisory fees.

C. From time to time, the Developer shall provide a certified statement to the County setting forth and providing reasonable evidence concerning Costs of the Developer Improvements (each a "Certified Statement", and collectively, the "Certified Statements"). At least twice each year, subsequent to submission of the first Certified Statement by the Developer, and contingent upon the County having received funds in the TIF Fund, the County shall pay to Developer, within fourteen (14) business days following the County's receipt of a Certified Statement, the Costs of the Developer Improvements, or part thereof, as shown in the Certified Statements,. Should insufficient funds exist in the TIF Fund at the time of submission of a Certified Statement to reimburse the Developer for the Costs of the Developer Improvements, then the County shall maintain a record of such unpaid amounts, and the County shall pay to Developer such amounts within fourteen (14) business days after such funds exist in the TIF Fund, provided that such payment shall not exceed the available balance in the TIF Fund. Upon request not more than twice each calendar year, the Developer may request from the County an accounting or record of all amounts paid to Developer out of the TIF Fund along with each payment to Developer, including payments made by the County, and the County shall provide such accounting or record within fourteen (14) business days of the receipt of request, but subject to the limitations described in this Section 1(E).

The County and the Developer intend that the interest payable by the County hereunder be exempt from federal income taxation and taxation by the State of Ohio to the extent permitted by law. The Developer and the County each covenants that it will, to the extent possible, (i) comply with all applicable laws to obtain and maintain the federal tax exemption for such interest, including any expenditure requirements, investment limitations, rebate requirements or use restrictions, and (ii) without limiting the generality of the foregoing, that it will restrict the use of any "proceeds" (as defined in the Internal Revenue Code of 1986, as amended) of this Agreement in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the County's obligation is incurred, so that this Agreement will not constitute an "arbitrage bond" under Sections 103(b)(2) and 148 of the Internal Revenue Code, as amended. The Developer and the County agree to work cooperatively to facilitate the filing of an IRS Form 8038-G with respect to this Agreement no later than the 15th day of the 2nd calendar month after the close of the calendar quarter in which this Agreement is executed.

Section 2. Priority of Lien; Exemption Applications. The provisions of R.C. Section 5709.91, which specify that Service Payments will be treated in the same manner as taxes for all purposes of the lien described in R.C. Section 323.11, including, but not limited to, the priority of the lien and the collection of Service Payments, apply to this Agreement and to the Project Area. The provisions of R.C. Section 5709.911 apply to exemption applications filed pursuant to the TIF Resolution and this Agreement.

Section 3. TIF Exemption and Agreements Related Thereto.

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A. In connection with the construction of the Developer Improvements by the Developer, the County, through the TIF Resolution, has granted, among other things, with respect to the Improvement, a seventy-five percent (75%) exemption from real property taxation (the "TIF Exemption"), commencing for each Parcel on the earlier of the first day of (i) the tax year in which there is an increase in assessed value (i.e., 35% of true value) of at least \$200,000 or (ii) tax year 2028, and ending for each Parcel twenty (20) years after such date.

B. In accordance with R.C. Sections 5715.27 and 5709.911, the Developer shall file or cause to be filed a completed application for an exemption from real property taxation (DTE Form 24 or its successor form) with the Delaware County Auditor (the "County Auditor") for the Improvement to each Parcel. The County agrees to cooperate with the Developer for this purpose, and to cooperate with the County Auditor, the Ohio Department of Taxation and other public officials and governmental agencies in the performance by the public officials and governmental agencies of their duties in connection with the TIF Resolution and this Agreement.

C. The County shall perform such acts as are reasonably necessary or appropriate to (i) preserve and maintain the exemptions under the CRA Agreement as exemptions having priority over exemptions established pursuant to the TIF Resolution, and (ii) effect, claim, reserve and maintain the exemptions from real property taxation granted under the TIF Resolution and this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 4. Service Payments. As provided in R.C. Section 5709.79, the Owners are required under this Agreement and pursuant to the TIF Resolution to make annual service payments in lieu of taxes to the Delaware County Treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes. Each such payment (including any interest and penalties) shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from real property taxation (the service payments in lieu of taxes, including any penalties and interest, are referred to herein as the "Service Payments"). Any late payments shall be subject to penalty and bear interest at the then-current rates established under R.C. Sections 323.121 and 5703.47, as may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time. Except as specifically provided in Section 5 of this Agreement, no Owner shall, under any circumstances, be required with respect to any tax year both to pay Service Payments with respect to an Improvement and to reimburse local taxing authorities for the amount of real property taxes that would have been payable had the Improvement not been exempted from taxation pursuant to the TIF Resolution. No Service Payments are required with respect to the assessed value of any structures exempted under the CRA Agreement for the period and to the extent that the structures are exempt under the CRA Agreement.

Section 5. TIF Fund. Pursuant to the TIF Resolution, the TIF Fund has been established and shall be maintained in the custody of the County. The TIF Fund shall receive all Service Payments distributed by the County Treasurer to the County pursuant to R.C. Section 5709.79.

The TIF Fund shall remain in existence so long as such Service Payments are collected and used for the purposes described in this Agreement and the TIF Resolution, after which the TIF Fund shall be dissolved in accordance with R.C. Section 5709.43. Further, except as otherwise provided in this Agreement or the TIF Resolution, moneys deposited in the TIF Fund shall be used as described in Section 6 hereof.

Section 6. Use of Service Payments Deposited into the TIF Fund.

A. The County agrees that the Service Payments deposited into the TIF Fund shall be used exclusively as set forth in this Section 6.

B. The Service Payments deposited into the TIF Fund shall be paid to the Developer on a semi-annual basis in accordance with Section 1 for the costs described in Section 1.

C. Notwithstanding any other provision of this Agreement, the County's payment obligations hereunder shall be limited to the monies in the TIF Fund and do not constitute an indebtedness of the County within the provisions and limitations of the laws and the Constitution of the State of Ohio. Nothing herein shall be deemed to prohibit the County from using, of its own volition, any other lawfully available resources for reimbursement to the Developer of the Cost of Developer Improvements.

Section 7. County Agreement. Except as set forth in the CRA Agreement, the County agrees that so long as the real property tax exemption pursuant to the TIF Resolution is in effect, it shall not grant or approve an exemption from real property taxation for the Project Area pursuant to R.C. Section 5709.61 et. seq., R.C. Section 3735.65 et. seq., or any other tax exemption or tax abatement program without the prior written approval of the Developer.

Section 8. Release. Upon satisfaction of the Developer's obligations under this Agreement and expiration of the periods of exemption under the TIF Resolution, or other termination of the obligations of the Owners to make the Service Payments, the County shall, upon the request of the Developer, execute an instrument in recordable form evidencing such satisfaction or termination.

Section 9. Estoppel Certificate. Upon request of the Developer and the County shall execute and deliver to the Developer or any proposed purchaser, mortgagee or lessee of any Parcel, a certificate stating: (a) that the Agreement is in full force and effect, if the same is true; (b) that the Developer is not in default under any of the terms, covenants or conditions of the Agreement, or, if the Developer is in default, specifying same; and (c) such other matters as the Developer reasonably requests.

Section 10. Representations of the Parties. The Developer hereby represents that it has full power and authority to enter into this Agreement and carry out its terms. The County hereby represents that the TIF

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Resolution was passed by the Board of Commissioners on September 25, 2017, and remains in full force and effect, that this Agreement is authorized by the TIF Resolution and that the County has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder and thereunder.

Section 11. Successors. This Agreement shall be binding upon and inure to the benefit of the Developer and its beneficiaries, successors and assigns, including successive as well as immediate successors and assigns; shall be binding upon and inure to the benefit of the County, and its successors and assigns.

Section 12. Indemnification. Developer shall, at its cost and expense, defend, indemnify and hold the County and any officials, employees, agents and representatives of the County, its successors and assigns (collectively the "Indemnified Parties" and each an "Indemnified Party"), harmless from and against, and shall reimburse the Indemnified Party for, any and all loss, cost, claim, liability, damage, judgment, penalty, injunctive relief, expense or action (collectively the "Liabilities" and each a "Liability"), other than Excluded Liabilities, whether or not the Indemnified Party shall also be indemnified as to any such claim by any other person, the basis of which claim (a) was caused by or results from the actions or failures to act of Developer or any affiliates, agents, employees, contractors, subcontractors and material suppliers while in possession or control of the Project, whether or not such action or inaction was negligent or reckless, or is in any way related to the construction of the Project or the selection of contractors, subcontractors or material suppliers relating thereto; (b) is based, in whole or in part upon failure or alleged failure of Developer or its affiliates to satisfy their obligations under this Agreement or the Developer Agreement; (c) relates to fraud, misapplication of funds, illegal acts, or willful misconduct on the part of Developer or its affiliates; or (d) relates to the bankruptcy or insolvency of Developer or its affiliates. The indemnity provided for herein shall survive the expiration or termination of this Agreement.

"Excluded Liability" means each Liability to the extent it is attributable to (i) the gross negligence or willful misconduct of any Indemnified Party or the failure of any Indemnified Party that is a third party beneficiary of this Agreement to perform any obligation required to be performed by the Indemnified Party as a condition to being indemnified hereunder, including without limitation, the settlement of any Liability without the consent of the Developer, or, to the extent the Developer's ability to defend a Liability is prejudiced materially, the failure of an Indemnified Party to give timely written notice to the Developer of the assertion of a Liability.

Upon notice of the assertion of any Liability, the Indemnified Party shall give prompt written notice of the same to the Developer. Upon receipt of written notice of the assertion of a Liability, the Developer shall have the duty to assume, and shall assume, the defense thereof, with power and authority to litigate, compromise or settle the same; provided that, the Indemnified Party shall have the right to approve any obligations imposed upon it by compromise or settlement of any Liability or in which it otherwise has a material interest, which approval may be withheld in its sole discretion.

At Developer's expense, an Indemnified Party may employ separate counsel and participate in the defense of any Liability; provided, however, that any such fees and expenses must be reasonable and necessary to protect the interests of the Indemnified Party. The Developer shall not be liable for any settlement of any Liability made without its written consent, but if settled with the written consent of the Developer, or if there is a final judgment for the plaintiff in an action, the Developer agrees to indemnify and hold harmless the Indemnified Party, except only to the extent of any Excluded Liability.

Section 13. Agreement Binding on Parties; No Personal Liability; County Consents. All covenants, obligations and agreements of the County and the Developer contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, official, officer, agent or employee of the County in other than their official capacity or of any individual person who is a director, member, manager, employee, officer or agent of the Developer other than in their capacity as a director, member, manager, employee, officer or agent, and neither the members of the Board of Commissioners, nor any County official executing this Agreement, or any individual person executing this Agreement on behalf of the Developer, shall be liable personally by reason of the covenants, obligations or agreements of the County or the Developer contained in this Agreement.

Any consent of the County to be given under this Agreement may be given by the County Administrator [or County Economic Development Director], and shall be given in writing.

Section 14. Amendments. This Agreement may be amended only by written instrument executed by all of the parties to this Agreement.

Section 15. Notices. Except as otherwise specifically set forth in this Agreement, all notices, certificates, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, demands, requests, consents or approvals, or other communications shall be sent. The present notice addresses of the parties follow:

(a) To the Developer at: Highdev II, LLC

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4800 Roberts Rd
Columbus, OH 43228
Attention: David McCurdy
Phone: (614) 951-2206
Fax: (614) 951-2207

(b) To the County at: County of Delaware
101 North Sandusky Street
Delaware, Ohio 43015
Attention: Economic Development Director
Phone: (740) 833-2112

Section 16. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 17. Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

- a. that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,
- b. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and
- c. each other section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 18. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 19. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the County, its agents and employees, and/or the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the State of Ohio.

Section 20. Assignments. Except as otherwise provided in this Section 20, the Developer agrees not to assign this Agreement without the prior written consent of the County, which consent shall not be unreasonably withheld (and shall not, in any event, be withheld to stop or delay development consistent with zoning already in effect). Notwithstanding any provisions to the contrary in this Section 20, the Developer may assign its interest in this Agreement to an entity controlled by or under common control with the Developer without the prior written consent of the County.

Section 21. Entire Agreement. This Agreement and the TIF Resolution constitute the entire agreement between the Developer and the County pertaining to the subject matter contained herein and therein and supersede all other prior or contemporaneous agreements or understandings between the Developer and the County in connection with such subject matter.

IN WITNESS WHEREOF, the County and the Developer have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

COUNTY OF DELAWARE

By: _____

Printed Name: _____

Title: County Commissioner

By: _____

Printed Name: _____

Title: County Commissioner

By: _____

Printed Name: _____

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Title: County Commissioner

By Resolution No. _____ dated _____, 2017
Verified and Certified:

], Clerk

Approved as to Form:

Carol O'Brien, Prosecuting Attorney

HIGHDEV II, LLC,
an Ohio limited liability company

By:
Name:
Title:

FISCAL OFFICER'S CERTIFICATE

As fiscal officer for the County of Delaware, Ohio, I hereby certify that funds sufficient to meet the obligations of the County in this Agreement (including specifically the funds required to meet the obligation of the County in the year 2017) have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. The County has no obligation to make payments pursuant to this Agreement except from Service Payments to be collected for deposit into the TIF Fund, which Service Payments are in the process of collection. No County expenditures will be required in 2017. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 et seq.

Dated: _____, 2017
_____, County Auditor
County of Delaware, Ohio

EXHIBIT A to TIF Agreement
LEGAL DESCRIPTION OF THE PROJECT AREA

The Project Area is the real estate situated in the Township of Orange, County of Delaware and State of Ohio consisting of the parcel numbers listed below:

Parcel No. 318-230-01-003-000

EXHIBIT B to TIF Agreement
DESCRIPTION OF DEVELOPER IMPROVEMENTS

The Developer Improvements include construction of roadway(s) and all related appurtenances; engineering and other professional services secured in connection with the Developer Improvements including legal, planning, citizen participation, environmental studies and remediation; streetscape and other improvements including, but not limited to, grading, draining, curbing, paving, resurfacing, constructing or reconstructing storm sewers, sanitary sewers, sidewalks, driveway approaches and aprons; environmental remediation; traffic control devices, including traffic lights, signs and other markings, and all other necessary and appropriate appurtenances as determined by the County Engineer or County Sanitary Engineer, all of which are or may be required in accordance with the Subdivision Regulations of Delaware County, Ohio and other applicable County standards, rules, and regulations.

EXHIBIT C to TIF Agreement
FORM OF DEVELOPER'S AGREEMENT

EXHIBIT C to TIF Resolution
DESCRIPTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS
AND DEVELOPER IMPROVEMENTS

Public Infrastructure Improvements

The Public Infrastructure Improvements that shall directly benefit the Parcel, include any and all "public infrastructure improvements," as that term is defined in R.C. Section 5709.40(A)(8), and any and all "costs of permanent improvements," as that term is defined in R.C. Section 133.15(B), including, but not limited to, payment of debt service payments on obligations issued to finance the costs of the Public Infrastructure Improvements. Without limiting the generality of the preceding sentence, the Public Infrastructure Improvements specifically may include the following:

- 1. Constructing, reconstructing, extending, opening, improving, widening, grading, draining, curbing and changing of the lines and traffic patterns of roads, highways, streets, railways, bridges (including

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roadway, railway, and pedestrian), existing roadways adjacent to and providing ingress and egress to property, sidewalks, bikeways, medians and viaducts, constructing and improving surface parking lots or parking structures and related improvements, providing lighting systems, together with all appurtenances therefore, and the continued maintenance of those improvements.

2. Constructing and reconstructing public fountains, public parks or public greenspaces, including grading, trees, park plantings, park accessories and related improvements, together with all appurtenances thereto.
3. Constructing, reconstructing and installing of public utility improvements, water distribution lines (including necessary site grading therefore), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto, and the continued maintenance of those improvements.
4. Constructing and installing streetscape improvements including trees, tree grates, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto; design and traffic studies preliminary to the foregoing.
5. Constructing and installing communications service facilities, including but not limited to cable and broadband service infrastructure improvements.
6. Stormwater and flood remediation projects including such projects on private property when determined to be necessary for public health, safety, and welfare.
7. Designing, engineering, constructing, and improving the new infrastructure for electric, gas, telephone, and cable service (including fiber optics), including aid to construction fees for gas, aid to construction fees for electric, including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes, with related site improvements and appurtenances thereto.
8. Acquisition and development of property, including acquisition in aid of industry, commerce, distribution, or research, demolition of blighted, dilapidated, or functionally obsolete structures for redevelopment opportunities, including demolition on private property when determined to be necessary for economic development purposes.
9. Enhancement of public waterways through improvements that allow for greater public access.
10. Environmental studies and remediation.
11. Acquiring real estate or interests in real estate, including related right-of ways, necessary to accomplish the improvements enumerated in clauses 1 through 9.
12. Any on-going administrative expenses relating to the Public Infrastructure Improvements and maintaining the service payments in lieu of taxes, including but not limited to engineering, architectural, legal, and other consulting and professional services.
13. All inspection fees and other governmental fees related to the foregoing.
14. Any other costs of public infrastructure improvements as permitted by law.

Developer Improvements

The Developer Improvements include construction of roadway(s) and all related appurtenances; engineering and other professional services secured in connection with the Developer Improvements including legal, planning, citizen participation, environmental studies and remediation; streetscape and other improvements including, but not limited to, grading, draining, curbing, paving, resurfacing, constructing or reconstructing storm sewers, sanitary sewers, sidewalks, driveway approaches and aprons; environmental remediation; traffic control devices, including traffic lights, signs and other markings, and all other necessary and appropriate appurtenances as determined by the County Engineer or County Sanitary Engineer, all of which are or may be required in accordance with the Subdivision Regulations of Delaware County, Ohio and other applicable County standards, rules, and regulations.

**EXHIBIT D to TIF Resolution
DRAFT DEVELOPER'S AGREEMENT
[attached]
DEVELOPER'S AGREEMENT
HIGHDEV II, LLC**

THIS DEVELOPER'S AGREEMENT ("Agreement") is between Highdev II, LLC, an Ohio limited liability company, with an office located at 4800 Roberts Rd, Columbus, OH 43228, ("Developer") and the County of Delaware, Ohio ("County"), a political subdivision of the State of Ohio, with an office located at 101 North Sandusky Street, Delaware, Ohio 43015.

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RECITALS

A. Developer has acquired fee title to certain real property situated in the County, a description of which real property is attached hereto as Exhibit A (the "Project Area") and incorporated herein by reference, with each parcel of real property within the Project Area referred to herein as a "Parcel" (whether as presently appearing on county tax duplicates or as subdivided or combined and appearing on future tax duplicates).

B. Developer proposes to establish on the Project Area a commercial use site for industrial uses, manufacturing/logistics uses, and medical and other professional services, to be known as the "Creekside Industrial Park" (the "Project").

C. To aid in the development of the Project, Developer and the County have entered or will enter into a Tax Increment Financing ("TIF") Agreement that provides for payment of monies earmarked for certain public infrastructure improvements that will directly benefit the Project Area ("Public Infrastructure Improvements") in lieu of payment of certain real estate taxes.

D. Among the Public Infrastructure Improvements, the Developer plans to have constructed certain internal roadway improvements that will be dedicated to the County after construction and completion (the "Roadway Improvements"), the cost of which to construct is estimated at \$3,800,000. The Developer does not plan to dedicate any additional Public Infrastructure Improvements to the County.

WHEREFORE, the parties, intending to be legally bound, agree to the following terms and conditions:

1. Contingent Obligations.

The obligations of the Developer in this Agreement are contingent on (i) the Developer securing all necessary easements and rights-of-way, as well as the authority to complete construction within the easements and/or right-of-way areas; (ii) the granting of a CRA exemption on the Property; (iii) the creation of Tax Increment Financing on the commercial portions of the Property, and (iv) the execution of a TIF Agreement between the County and the Developer that includes terms for using service payments from the TIF to reimburse the Developer for the Public Infrastructure Improvements.

2. Construction of the Roadway Improvements

The Developer is to construct, install or otherwise make the Roadway Improvements in compliance with the engineering drawings and specifications prepared by the Developer that were previously approved by the County. Developer shall be responsible for acquiring and paying for all State, local, or Federal permits required for the Roadway Improvements.

Further, the Developer covenants and agrees that it will cause to be constructed and installed the Roadway Improvements, in accordance with this Agreement and the Delaware County Design, Construction, and Surveying Standards. The Developer agrees that the Roadway Improvements shall be dedicated for public use upon its completion and expiration of the Developer's maintenance obligation set forth herein, and in connection with the dedication of the Roadway Improvements, the Developer shall grant to the County, and the County shall accept, an easement on those portions of the Property on which the Roadway Improvements is constructed to access, maintain, repair and replace the Roadway Improvements.

The Developer shall indemnify and hold harmless the County and its officials, employees and agents from all claims, suits, actions, costs, or other liabilities 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 actions or omissions of the Developer, or any of its officials, employees, agents, contractors or subcontractors (the "Indemnitors"), or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of the Indemnitors in furtherance of this Agreement.

3. Time for Performance. The intent and understanding of the parties is for the Developer to have the Roadway Improvements constructed and completed not later than December 21, 2017.

The time for performance indicated immediately above is subject to any approved extensions by the County for delays beyond the reasonable control of the Developer that prevent the Developer from timely performing its obligations under this Agreement. A request for extension must be in writing and may be granted by the County, which granting shall not be unreasonably withheld, conditioned or delayed.

The Developer is electing to construct the Roadway Improvements prior to recording a plat for the Project, so no performance surety or other financial security shall be required, unless and until the Developer elects to record a plat for the Project prior to the completion of the Roadway Improvements as approved by the Delaware County Engineer, whereupon the Developer shall provide, in favor of the County, a bond, certified check, irrevocable letter of credit, or other approved financial security equal to the cost of construction of the Roadway Improvements.

4. Breach. The Developer and the County agree that any material violations of or noncompliance with any of the terms and conditions of this Agreement shall constitute a breach of contract, and, subject to the notification and cure provisions outlined below, the Developer and the County shall have the right to stop work forthwith and seek any and all remedies available at law or equity. In the event of a breach by the Developer, the County shall have the right to act against the performance surety, or other financial security accepted by the County, for the purpose of properly completing the Roadway Improvements, or having the Roadway Improvements completed, as required herein. Should the County exercise its right to act against the performance surety, or other financial security accepted by the County, any such costs thereafter expended by the County, and not reimbursed to it or paid for by the Developer's surety or guarantor, in having the Roadway Improvements completed, shall be excluded from reimbursement to the Developer under the TIF Agreement.

5. Notice and Opportunity to Cure. Prior to either party acting to stop its work in connection with an alleged breach of this Agreement, the non-breaching party shall provide a written notice to the breaching party, which written notice shall contain information about the alleged material violations of or noncompliance with any material term(s) and condition(s) of this Agreement. The breaching party shall have not more than thirty (30) days after receiving the written notice to cure the alleged breach. If the breach is not cured within that time period, the non-breaching party may act to stop its work in connection with this Agreement and seek any and all remedies available at law or equity. Notwithstanding the foregoing, if the nature of the breach is such that it cannot be reasonably cured within said 30-day period, then the breaching party shall have some additional period

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in which to cure as is reasonable under the circumstances, so long as the cure is commenced within said 30-day period, is diligently prosecuted to completion thereafter, and such additional time period is not adverse to the general health, safety and welfare of the County. Notwithstanding any other provision of this Agreement, the above-described notification and cure provisions shall not apply when (i) the non-breaching party reasonably believes that it will be materially harmed if a thirty (30) day notice period is observed, (ii) the County's Building Official issues a stop work order for local, county or state code violations related to construction defects, or (iii) the County Engineer issues a stop work order for local, county or state construction code violations.

6. Plan Review and Inspection Cost. The County acknowledges and agrees that the County has reviewed and approved Developer's plans. The Developer shall also pay for all inspection fees charged by the Delaware County Engineer and shall deposit (\$), estimated to be the cost of inspections by the Delaware County Engineer. The Developer may also engage an engineering firm licensed in the State of Ohio to perform Construction Administration and Inspection and Testing Services. If the Developer engages its own construction administration, inspection, or testing firm, it shall ensure that the County is a third party beneficiary to any such contract and that all communications of test results or other project information provided by the firm to Developer be sent to the County at the same time.

7. Acceptance. Upon completion and acceptance by the County of the Roadway Improvements, which acceptance by the County shall not be unreasonably withheld, conditioned or delayed, the County shall assume responsibility for the operation and routine maintenance of the Roadway Improvements. Notwithstanding the foregoing, the Developer shall be responsible for the repair and/or reconstruction of any and all defective materials or workmanship for a period of one year after the date the County accepts the Roadway Improvements and shall, as security for such maintenance obligation, provide a bond, certified check, irrevocable letter of credit or other approved financial warranty in the amount of ten percent (10%) of the cost of construction of the Roadway Improvements.

Formal acceptance of the Roadway Improvements shall occur only after written notice is provided to the Board of County Commissioners from the County Engineer indicating his approval of the Roadway Improvements, which approval shall not be unreasonably withheld, conditioned or delayed. The Developer's maintenance responsibility with respect to accepted Roadway Improvements shall terminate upon the Board of County Commissioners' formal acceptance of the Roadway Improvements after the provision of written notice described in this paragraph.

Snow and/or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction of the Roadway Improvements shall be the responsibility of the Developer.

The Developer shall, within thirty (30) days following the completion of the Roadway Improvements and prior to final acceptance by the County, furnish to the County, as required, "as built" drawings of the Roadway Improvements, which drawings shall become the property of the County and remain in the office of the County Engineer.

The Developer shall, within thirty (30) days of completing the Roadway Improvements, furnish to the County an itemized statement showing the cost of the Public Infrastructure Improvement and a notarized affidavit stating that all material and labor costs have been paid or will be paid promptly upon the receipt of a final invoice. The Developer shall indemnify and hold harmless the County from all expenses and claims for labor and/or material related to construction by the Developer of said Roadway Improvements. The Developer shall provide the County with evidence satisfactory to it that all liens affecting the Roadway Improvements, including but not limited to liens for delinquent taxes, the lien of any mortgage, and any mechanic's liens, have been released. The County shall not accept the Roadway Improvements until such satisfactory evidence is provided to the County Engineer.

The Developer shall comply with all rules and regulations and conform to all reasonable procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities and other matters related hereto.

The Developer shall obtain all necessary utility services necessary for the construction of the Roadway Improvements and for its continued operation. The Developer shall be responsible for all utility charges and installation costs applicable to the period of construction. The utility user charges shall be paid by the Developer and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County. The Developer shall not be responsible for utility user charges with respect to the Roadway Improvements after formal acceptance of the dedication of the Roadway Improvements by the County.

8. Competitive Bidding; Prevailing Wage. The Developer shall construct the Roadway Improvements in accordance with competitive bidding laws, to the extent such laws are applicable to the Developer's construction of the Roadway Improvements. The Developer and the County acknowledge and agree that construction of the Roadway Improvements is subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115 and all wages paid to laborers and mechanics employed in constructing the Roadway Improvements shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Roadway Improvements, which wages shall be determined in accordance with the requirements of that Chapter 4115. The Developer shall require compliance by all contractors, and shall require all contractors to require all subcontractors working on the Roadway Improvements, to comply with all applicable requirements of that Chapter 4115. The Developer shall indemnify and hold harmless the County from all expenses and claims of third parties arising from Developer's failure or alleged failure to comply with the requirements of this Section 8 in the construction of the Roadway Improvements.

9. Insurance. Prior to the commencement of construction of the Roadway Improvements, as to the Roadway Improvements, the Developer or its contractor shall take out and maintain, and shall require all contractors to require all subcontractors to take out and maintain, insurance in such amounts as provided below. Prior to construction, the Developer or its contractor shall provide sufficient evidence to the County that such insurance exists and is in effect.

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- Commercial General Liability Insurance in the amount of \$1,000,000.00 for bodily injuries including those resulting in death of any one person and on account of any one accident or occurrence.
- Property Damage Insurance and Builders Risk Insurance in an amount of \$1,000,000.00 from damages on account of any one accident or occurrence.
- Valuable Papers Insurance (when applicable to the type of work undertaken by the contractor or subcontractor) in an amount sufficient to assure restoration of any plans, drawings, field notes, or other similar data relating to the work covered by this Agreement, in the event of their loss or destruction, until such time as the plans and field and design data are delivered to the County. The Developer agrees, on behalf of itself and its agents, subcontractors, and subconsultants that the insurance policies required herein (excluding the valuable papers insurance) shall require the insurer to name the County as an additional insured, and to provide the County with thirty (30) days' prior written notice before the cancellation of a policy. The valuable papers insurance shall name the County as loss payee as its interest may appear and shall provide the County with thirty (30) days' prior written notice before the cancellation of such policy.

10. Representations. The Developer represents and warrants that the execution and delivery by the Developer of this Agreement and the compliance by the Developer with all of the provisions herein (i) are within the authority and powers of the Developer; (ii) will not conflict with or result in any breach of any of the provisions of, or constitute default under, any agreement, its articles of organization or operating agreement, or other instrument to which the Developer is a party or by which it may be bound, or, to the Developer's knowledge, any license, judgment, decree, law, statute, order, rule or regulation or any court or governmental agency or body having jurisdiction over the Developer or any of its activities or properties; and (iii) have been duly authorized by all necessary action on the part of the Developer.

Should the Developer be unable to carry out the terms and conditions of this Agreement, the Developer's heirs, successors and/or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this Agreement.

The County hereby represents and warrants that (i) execution of this Agreement has been approved and authorized by Resolution No. 17-996, passed by Board of County Commissioners of the County on September 25, 2017; and (ii) the County has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder.

11. Waiver. In the event that any covenant, agreement, or obligation under this Agreement shall be breached by either the Developer or the County and the breach shall have been waived thereafter by the Developer or the County, as the case may be, the waiver shall be limited to the particular breaches so waived and shall not be deemed to waive any other or any subsequent breach thereunder.

14. Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

- (a) that illegality or invalidity shall not affect the remainder hereof or thereof; any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,
- (b) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and
- (c) each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

15. Assignment. Except as otherwise provided in this Section, this Agreement may not be assigned by any party hereto without the written consent of the other party, not to be unreasonably withheld. Notwithstanding any provisions to the contrary in this Section, the Developer may assign its interest in this Agreement to an entity controlled by or under common control with the Developer without the prior written consent of the County, conditioned upon an assignment including the assignment of both the rights and obligations of the Developer hereunder, and a copy of such assignment being timely provided to the County. All representations and warranties of the Developer and the County herein shall survive the execution and delivery of this Agreement.

16. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of either party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the County to:

County of Delaware
101 North Sandusky Street
Delaware, Ohio 43015
Attention: Economic Development Department
Phone: Phone: (740) 833-2112

If to the Developer to:

Highdev II, LLC
4800 Roberts Rd
Columbus, OH 43228
Attention: David McCurdy
Phone: (614) 951-2206
Fax: (614) 951-2207

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or to any such other persons or addresses as may be specified by either party, from time to time, by prior written notification.

17. Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the County, its agents and employees, and the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Delaware County, Ohio.

18. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections in this Agreement.

19. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Electronic or facsimile signatures shall be acceptable.

Exhibit A
Project Area

Situated in the Township of Orange, County of Delaware and State of Ohio consisting of the parcel numbers listed below:

Parcel No. 318-230-01-003-000

IN WITNESS WHEREOF, the County and Developer, each by a duly authorized representative, have caused this Agreement to be executed on this 25th day of September, 2017.

COUNTY OF DELAWARE, OHIO

By: _____

Printed Name: _____

Title: County Commissioner

By: _____

Printed Name: _____

Title: County Commissioner

By: _____

Printed Name: _____

Title: County Commissioner

By Resolution No. _____ dated _____, 20__

APPROVED AS TO FORM:

Carol O'Brien, Prosecuting Attorney

HIGHDEV II, LLC, an Ohio limited liability company

By: _____

Print Name: _____

Title: _____

EXHIBIT E to TIF Resolution
DRAFT INTERGOVERNMENTAL COOPERATION AGREEMENT
[attached]
INTERGOVERNMENTAL COOPERATION AGREEMENT FOR
FUNDING PUBLIC INFRASTRUCTURE IMPROVEMENTS
DELAWARE COUNTY – ORANGE TOWNSHIP

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the "Agreement") is made and entered into as of September 25, 2017, between DELAWARE COUNTY, OHIO, a county and political subdivision of the State of Ohio (the "County") and ORANGE TOWNSHIP (Delaware County), Ohio, a township and political subdivision of the State of Ohio (the "Township"), under the circumstances summarized in the following recitals (all capitalized terms used herein without definition shall have the meanings ascribed to such terms in the TIF Agreement, as defined herein):

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RECITALS:

WHEREAS, Highdev II, LLC (the "Developer") intends to develop certain real property situated in the County, a description of which real property is attached hereto as Exhibit A (the "Project Area") for industrial uses, manufacturing/logistics uses, and medical and other professional services, to be known as the "Creekside Industrial Park" (the "Project");

WHEREAS, the County has, pursuant to Resolution No. 17-996, passed September 25, 2017 (the "TIF Resolution") by the Board of Commissioners of the County (the "Board of Commissioners"), declared that the increase in assessed value (the "Improvement") of the Project Area, subject to the CRA Exemption (as defined in the TIF Resolution), is a public purpose pursuant to R.C. Section 5709.78 and that 75% of the Improvement is exempt from real property taxation for a period of twenty (20) years, subject to the priority application of the CRA Exemption;

WHEREAS, the County and the Developer have entered into a Tax Increment Financing Agreement (the "TIF Agreement"), which TIF Agreement provides for the deposit and allocation of service payments in lieu of taxes (the "Service Payments") to pay for the costs of "public infrastructure improvements," as defined in R.C. Section 5709.77 ("Public Infrastructure Improvements"), which include Costs of Developer Improvements, amounts to be paid to the Township pursuant to this Agreement, and amounts to be used by the County to fund costs of other Public Infrastructure Improvements;

WHEREAS, the Township anticipates incurring certain costs related to continued maintenance of public roads to be constructed by the County or Developer pursuant to the TIF Agreement, which constitute costs of the Public Infrastructure Improvements (collectively, the "Creekside Road Maintenance Expenses");

WHEREAS, the Township and the County intend to provide for the funding of Creekside Road Maintenance Expenses by entering into this Agreement;

WHEREAS, pursuant to the TIF Resolution, the Board of Commissioners has approved the terms of this Agreement and authorized its execution on behalf of the County; and

WHEREAS, pursuant to Resolution No. _____, passed _____, 2017 (the "Township Resolution"), the Board of Township Trustees of the Township (the "Board of Trustees") has approved the terms of this Agreement and authorized its execution on behalf of the Township;

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the County and the Township agree as follows (provided that any obligation of the County or the Township created by or arising out of this Agreement shall never constitute a general debt of the County or the Township or give rise to any pecuniary liability of the County or the Township but shall be payable solely out of moneys in the TIF Fund):

1. Each year, while the TIF Exemption is in effect, the County shall pay to the Township, within forty-five (45) days following receipt into the TIF Fund of the second-half settlement of Service Payments for the preceding tax year to which such Service Payments relate, an amount equal to the lesser of (a) 7.6% of the Service Payments paid into the TIF Fund in such year, or (b) \$40,000 (the "Township Contribution"), which shall be derived from the Township Contribution – County Amount and the Township Contribution – Developer Amount.

2. Amounts paid to the Township pursuant to Section 1 hereof shall be used solely for Creekside Road Maintenance Expenses.

3. This Agreement shall terminate upon the termination or expiration of the TIF Exemption.

4. This agreement is entered into pursuant to, but not limited to, the Ohio Revised Code Chapter 5535.

5. This Agreement may be executed in counterpart and in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

6. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law. IN WITNESS WHEREOF, the County and the Township have caused this Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

COUNTY OF DELAWARE, OHIO

By: _____
County Commissioner

By: _____
County Commissioner

By: _____
County Commissioner

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Approved as to Form:

By: _____
County Prosecuting Attorney

TOWNSHIP OF ORANGE, OHIO

By: _____
Township Trustee

By: _____
Township Trustee

By: _____
Township Trustee

COUNTY AUDITOR’S CERTIFICATE

The undersigned, County Auditor of Delaware County, Ohio (the “County”) hereby certifies that the monies required to meet the obligations of the County under the foregoing Intergovernmental Cooperation Agreement have been lawfully appropriated by the County for such purposes and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: _____
County Auditor
County of Delaware, Ohio

TOWNSHIP FISCAL OFFICER’S CERTIFICATE

The undersigned, Fiscal Officer of Orange Township, Ohio (the “Township”) hereby certifies that the monies required to meet the obligations of the Township under the foregoing Intergovernmental Cooperation Agreement have been lawfully appropriated by the Township for such purposes and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: _____
Fiscal Officer
Township of Orange (Delaware County), Ohio

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

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RESOLUTION NO. 17-997

IN THE MATTER OF APPROVING THE EXECUTION OF A COMMUNITY REINVESTMENT AREA AGREEMENT BETWEEN THE COUNTY OF DELAWARE AND HIGHDEV II, LLC:

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

WHEREAS, the County of Delaware, Ohio (the “County”) has encouraged the development of commercial and industrial structures within its boundaries, which development would result in the creation and retention of employment opportunities in the County; and

WHEREAS, to encourage that economic development, the Board of County Commissioners (the “Board”) of the County, by Resolution No. 10-1050 adopted by the Board on August 9, 2010, designated the area specified in such resolution as the Orange Township Community Reinvestment Area (the “CRA”) pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the County, pursuant to Resolution No. 14-918 adopted by the Board on August 18, 2014, amended the CRA under the authority of the CRA Act; and

WHEREAS, pursuant to this resolution and the CRA Act, the County and Highdev II, LLC (“Property Owner”) desire to execute a Community Reinvestment Area Agreement (the “CRA Agreement,” substantially in the form attached hereto as Exhibit A and incorporated herein by reference) in connection with the development of a 92-acre site as a commercial use site for industrial uses, manufacturing/logistics uses, and medical and other professional services, to be known as the “Creekside Industrial Park” (the “Project,” as further described in the CRA Agreement) on certain land owned by the Property Owner in the County (the “Project Site”), which Project Site is described in the CRA Agreement; and

WHEREAS, the CRA Agreement will provide a fifteen (15) year real property tax exemption for the assessed value of new structures constructed at the Project Site as provided herein; and

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WHEREAS, the Property Owner and the County desire to execute the CRA Agreement to provide for the successful development of the Project Site, which development will create and preserve employment opportunities in the County and will benefit the citizens of the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF DELAWARE, STATE OF OHIO, that:

1. The CRA Agreement between the County and the Property Owner, substantially in the form attached to this Ordinance as Exhibit A, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the County as determined by the Commissioners executing the CRA Agreement on behalf of the County.

The exemption provided for in the CRA Agreement shall be with respect to the assessed value of new structures at the Project Site and shall apply for each separately identifiable real property improvement commencing with the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. The exemption percentage for each structure shall be in accordance with the following schedule:

- Years 1 through 11 – fifty percent (50%)
- Year 12 – forty percent (40%)
- Year 13 – thirty percent (30%)
- Year 14 – twenty percent (20%)
- Year 15 – ten percent (10%)

2. The CRA Agreement and any amendments thereto deemed by such members of the Board executing such documents to be necessary are hereby approved. The approval of changes or amendments by such members of the Board, and the character of the changes or amendments as not being inconsistent with this Resolution and not being substantially adverse to the County, shall be evidenced conclusively by the execution of the CRA Agreement by the members of the Board signing such agreement.

3. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any decision making bodies of the County that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

4. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

**EXHIBIT A
FORM OF CRA AGREEMENT
(attached hereto)**

COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (this “Agreement”) made and entered into by and between the **COUNTY OF DELAWARE, OHIO** (the “County”), a political subdivision of the State of Ohio (the “State”), and **HIGHDEV II, LLC**, an Ohio limited liability company, with offices located at 4800 Roberts Rd, Columbus, OH 43228 (the “Property Owner”).

WITNESSETH:

WHEREAS, the County desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of Delaware County (the “County”) that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, to encourage that economic development, the County, by Resolution No. 10-2010, adopted by the Board of County Commissioners of the County (the “Board”) on August 9, 2010, designated the area specified therein as the Orange Township CRA (CRA #041-58618-01) (the “CRA”) pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the County, pursuant to Resolution No. 14-918 adopted by the Board on August 18, 2014, amended the CRA under the authority of the CRA Act; and

WHEREAS, the Property Owner owns the real property contained within the County and the CRA (the “Project Site”), which Project Site is further described as Delaware County, Ohio permanent parcel number 318-230-01-003-000, and proposes to establish on the Project Site a commercial use site for industrial uses, manufacturing/logistics uses, and medical and other professional services, to be known as the “Creekside Industrial Park,” as further described in the Application (collectively, the “Project”) (each individual building within the Project, with its related site improvements, may be referred to hereinafter from time to time as a “Building”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Property Owner has submitted a proposed agreement application (attached hereto as Exhibit A) to the County said application (the “Application”); and

WHEREAS, the Property Owner does not anticipate that it will equip or occupy any portion of the Project Site or any Buildings or hire employees at the Project Site; rather, the Property Owner intends to

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transfer applicable portions of the Project Site upon which a Building is located or parts thereof to one or more transferees by lease, sale and/or other means of transfer (the Property Owner and such transferees other than by lease, together with any successors and assigns, collectively or singly, as the context requires, may be referred to hereinafter from time to time as an "Owner" or the "Owners"); each such transfer other than by lease may be made pursuant to a certain assignment and assumption agreement as described more fully in Section 16 hereof in order to bind each Owner to and under this Agreement; and

WHEREAS, the Property Owner has remitted or shall remit with the Application the required State of Ohio application fee of \$750.00, made payable to the Ohio Development Services Agency, to be forwarded with this Agreement, and has paid any applicable local fees; and

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671(B), the County and the Property Owner desire to formalize their agreement with respect to matters hereinafter contained; and

WHEREAS, the Project Site is located in the Olentangy Local School District (the "School District") and the board of education of the School District has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83; and

WHEREAS, the Project Site is located within the jurisdiction of the Delaware Area Career Center (the "JVSD") and the board of education of the JVSD has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83; and

WHEREAS, the parties recognize that the exact legal and financing structure used by the Owners in developing, equipping and operating the Project may include additional legal entities and may evolve prior to and during the operation of the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Project. The Property Owner intends to cause the Project Site to be developed as a multi-use site for commercial purposes to be known as "Creekside Industrial Park." The cost of the investments to be made in connection with the Project by the Owners is estimated to exceed \$50,000,000 through new construction of multiple buildings (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory) to contain, cumulatively, approximately 1.1 million square feet of space. The estimates provided in this Section 1 are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease significantly. The parties also recognize that costs do not necessarily equal otherwise taxable value. Any future tax parcels created by a split or combination of parcels are deemed to be automatically included in the Parcel subject to this Agreement. In addition, the Owners will purchase and locate within the Project equipment, furniture and fixtures in the minimum amount of \$0.00 and machinery and inventory in the amount of \$0.00. The machinery, equipment, furniture and fixtures, and inventory, will not be relocated from another facility within the State of Ohio.

2. Project Schedule. The scheduled estimated starting month for the Project investments to made in building, machinery, equipment, furniture, fixtures and/or inventory is approximately April 1, 2018; and the scheduled estimated completion month for such investments is no later than approximately December 31, 2023. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Sections 5 of this Agreement.

3. Employee Positions. The Owners estimate that there will be created at the Project Site, cumulatively, approximately 700 full-time permanent employee positions with an aggregate annual payroll of approximately \$28 million upon full build-out of the Project and -0- part-time or temporary positions. Hiring of such employees is estimated to commence in approximately 2018 and to continue incrementally over the succeeding 3 years. Currently, the Owners have -0- employees at the Project Site; therefore, no employee positions will be retained by the Owners in connection with the Project. The Property Owner has -0- employees in Ohio. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the employment and payroll estimates associated with the Project may increase or decrease. The parties also recognize that it is anticipated that all employees at the Project Site will be hired by Owners other than the Property Owner.

4. Provision of Information. Each Owner shall provide to the proper tax incentive review council (the "TIRC") any information reasonably required by the TIRC to evaluate the compliance of such Owner with the Agreement, including returns or annual reports of such Owner filed pursuant to R.C. Section 5711.02 (if any) if requested by the TIRC.

5. Real Property Tax Exemption. The County hereby grants a 15-year real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures at the Project Site, which the exemption percentage for each separately identifiable real property improvement commencing with the first year such real

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property improvement would first be taxable were that property not hereby exempted from taxation, according to the following schedule:

- Years 1 through 11 – fifty percent (50%)
- Year 12 – forty percent (40%)
- Year 13 – thirty percent (30%)
- Year 14 – twenty percent (20%)
- Year 15 – ten percent (10%)

No exemption shall commence after tax year 2037 (i.e., tax lien date January 1, 2037) nor extend beyond tax year 2051 (i.e., tax lien date January 1, 2051). In addition, no exemption for construction of a particular building may extend beyond the 15 year exemption term for construction of that building. Although exemption under this Agreement for any separately identifiable real property improvement lasts for only 15 years at the most, the real property exemption period for the Project as a whole is expected to last more than 15 years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or, in accordance with Section 15 of this Agreement, Section 19 of this Agreement, or both Sections 15 and 19 of this Agreement, by another entity or other entities.

6. Application for Exemption. The Owners acknowledge that the tax exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the County for the CRA, following the completion of construction of that real property improvement. The County agrees that upon receipt of the real property tax exemption application, the Housing Officer shall certify the tax exemption to the Delaware County Auditor.

7. Payment of Non-Exempt Taxes. Each Owner shall pay such taxes and real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against such Owner's property and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, all exemptions from taxation granted under this Agreement with respect to property of such Owner are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s). For purposes of this Section 7, "taxes" means all real property taxes, service payments in lieu of taxes, general and special assessments, and any other governmental charges validly levied or assessed against any Parcel.

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

9. Revocation of CRA. If for any reason the County revokes the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless an Owner materially fails to fulfill its obligations under this Agreement and consequently, the County terminates or modifies the exemptions from taxation granted in this Agreement. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted in this Agreement with respect to property of Owners other than such defaulting Owner(s). Except for any amendment, revocation, modification, suspension or termination otherwise permitted under this Agreement, the County agrees that it will not amend or revoke the CRA designation as to the Project Site, or modify the incentives available under that designation for the Project Site, prior to 2037.

10. Certification as to No Delinquent Taxes. The Property Owner hereby certifies for itself that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against it. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes. Each Owner shall make the same certification as that made by the Property Owner in this Section 10 in any Assignment and Assumption Agreement.

11. Termination, Suspension or Modification Upon Default. If an Owner materially fails to fulfill its obligations under this Agreement, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate, suspend or modify the exemptions from taxation granted under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement, which amount shall be a lien on the exempted property in the amount required to be repaid that shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Any such termination, suspension or modification, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s). Moreover, in recognition of the mutual benefit to be secured from providing exemptions to Owners, which will enable Owners to sell or lease buildings to entities that will cause the

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creation or retention of employment positions within the County, the County shall limit any termination, suspension or modification so as to limit the effect of the termination, suspension or modification to the owner or entity primarily responsible for the material failure.

12. Approval by the County. The Owners and the County acknowledge that this Agreement must be approved by formal actions of the Board of County Commissioners of the County as a condition for this Agreement to take effect. This Agreement takes effect upon such approval.

13. Non-Discriminatory Hiring. By executing this Agreement, the Owners are committing to following non-discriminating hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

14. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such revocation, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such violating Owner(s).

15. Transfer and/or Assignment; Release from Liability. Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the County, which approval shall not be unreasonably withheld or delayed. The County hereby approves the transfer and/or assignment of this Agreement and the benefits and obligations hereof to Permitted Transferees, subject only to compliance with the procedure stated below in this Section. "Permitted Transferee" as used herein means: (i) each person or entity, except the Property Owner, which is a transferee by lease, sale and/or other means of transfer of all or any part of a Building or the Project Site (each a "Successor") (such transferred property may be referred to hereinafter as the "Transferred Property") from the Property Owner; (ii) each person or entity which is a transferee by lease, sale and/or other means of transfer of Transferred Property from a Successor or Subsequent Successor (each a "Subsequent Successor"); and (iii) any entity affiliated with the Property Owner (including but not limited to subsidiaries, affiliates, joint ventures and/or other arrangements used by Property Owner to carry out the terms of this Agreement) or any such Permitted Transferee as described in the preceding clause (i) (including but not limited to subsidiaries and/or affiliates) and clause (ii) (including but not limited to subsidiaries and/or affiliates); and/or (iii) successor entities to any such Permitted Transferee as described in the preceding clause (i), clause (ii), and clause (iii) as a result of a consolidation, reorganization, acquisition or merger. Provided, however, that as a condition to the right to receive tax exemptions as set forth in this Agreement, each Permitted Transferee shall execute and deliver to the County an Assignment and Assumption Agreement in substantially one of the forms attached hereto as Exhibit B, wherein such Permitted Transferee (i) assumes all obligations of the Property Owner under this Agreement with respect to the Transferred Property (whether the Permitted Transferee received the Transferred Property directly from the Property Owner or a Successor or Subsequent Successor), and (ii) certifies to the validity, as to the Permitted Transferee, of the representations, warranties and covenants contained herein and in the Assignment and Assumption Agreement. Upon the receipt by the County of such Assignment and Assumption Agreement, as to the Transferred Property the Permitted Transferee shall have all entitlements and rights to tax exemptions, and obligations, as an "Owner" under this Agreement, in the same manner and with like effect as if the Permitted Transferee had been the original Property Owner and a signatory to this Agreement. The County agrees to execute each such Assignment and Assumption Agreement and to deliver an original thereof to the Permitted Transferee.

16. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

17. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

18. Validity. The Owners covenant and agree that they are prohibited from challenging the validity of this Agreement or the CRA. In that regard, the Owners waive any defects in any proceedings related to the CRA or this Agreement. If the validity of the CRA or this Agreement is challenged by any entity or individual, whether private or public, the Owners shall advocate diligently and in good faith in support of the validity of the CRA and this Agreement.

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19. Modifications. If, notwithstanding Section 15 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by the Owners in developing, equipping and operating the Project, the Owners shall request an amendment to this Agreement.

20. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the County, to:
County of Delaware
101 North Sandusky Street
Delaware, Ohio 43015
Attention: Economic Development Department
Phone: (740) 833-2112

If to the Property Owner, to:
HighDev II, LLC
4800 Roberts Rd
Columbus, OH 43228
Attention: David McCurdy
Phone: (614) 951-2206
Fax: (614) 951-2207

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

21. R.C. Section 9.66 Covenants. Each of the Owners affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of any of the Owners has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such Owner shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and such Owner shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months. Any such requirement to return benefits under this Agreement, and/or ineligibility for future economic development assistance, as provided in this Section, shall have no applicability to nor effect on Owners other than such violating Owner(s).

22. Annual Fee. The Property Owner shall pay an initial fee equal to \$2,500.00 and the Owners shall pay an annual fee equal to the greater of one percent of the amount of taxes exempted under this Agreement or five hundred dollars; provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars. The fee shall be payable to Board once per year for each year this Agreement is effective on June 1 of each such year. Fees received by Board shall be deposited in a special fund as required by R.C. Section 3735.671(D).

23. Notice of Vacancy. If at any time during the term of this Agreement any Owner shall receive notice from any Occupant that such Occupant shall vacate its right to occupy or use any portion of the Property, such Owner shall, within 20 business days of its receipt of such notice, send such notice to the County in accordance with the provisions of this Agreement regarding notice.

24. Estoppel Certificate. Upon request of an Owner, the County shall execute and deliver to the Owner or any proposed purchaser, mortgagee or lessee a certificate stating: (a) that the Agreement is in full force and effect, if the same is true; (b) that the Owner is not in default under any of the terms, covenants or conditions of the Agreement, or if the Owner is in default, specifying same; and (c) such other matters as the Owner reasonably requests.

25. Entire Agreement. This Agreement and the Resolution constitute the entire agreement between the Property Owner and the County pertaining to the subject matter contained herein and therein and supersede all other prior or contemporaneous agreements or understandings between the Property Owner and the County in connection with such subject matter.

[IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

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COUNTY OF DELAWARE, OHIO

By: _____

Printed Name: _____

Title: County Commissioner

By: _____

Printed Name: _____

Title: County Commissioner

By: _____

Printed Name: _____

Title: County Commissioner

By Resolution No. _____ dated _____, 20__

APPROVED AS TO FORM:

Carol O'Brien, Prosecuting Attorney

HIGHDEV II, LLC, an Ohio limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of _____, 20__, by _____, _____, _____, County Commissioners for the County of Delaware, Ohio, a political subdivision of the State of Ohio, on behalf of said county.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of _____, 20__, by _____, the _____ of Highdev II, LLC, an Ohio limited liability company.

Notary Public

Note: A copy of this Agreement must be forwarded to the Ohio Development Services Agency by the County within fifteen (15) days of execution.

EXHIBIT A
TO COMMUNITY REINVESTMENT AREA AGREEMENT
Application for Community Reinvestment Area Agreement
(attached hereto)

EXHIBIT B
TO COMMUNITY REINVESTMENT AREA AGREEMENT
Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the County of Delaware (the "County"), a political subdivision of the State of Ohio; Highdev II, LLC, an Ohio limited liability company (the "Property Owner") and _____, a(n) _____ (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between the Property Owner and the County, made effective _____ (the "CRA Agreement,") a copy of which is attached hereto as Exhibit

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A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), the County, by Resolution No. 17-997, adopted by the Board of County Commissioners of the County (the “Board”), designated the area specified in the Resolution as the _____ (the “CRA”) and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on _____, the Property Owner and the County entered into the CRA Agreement, concerning the development of a mixed use property with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain _____ dated as of _____, 20____ (the “Transfer Instrument”), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on _____, 20____ (the “Transfer Date”) to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the “Transferred Property”); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Property Owner hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 (“Project”), Section 4 (“Employee Positions”), Section 5 (“Provision of Information”), Section 7 (“Application for Exemption”), Section 8 (“Payment of Non-Exempt Taxes”), Section 11 (“Certification as to No Delinquent Taxes”), Section 14 (“Non-Discriminatory Hiring”), Section 19 (“Validity”), Section 22 (“R.C. Section 9.66 Covenants”), Section 23 (“Annual Fee”), and Section 24 (“Notice of Vacancy”).

2. The County acknowledges through the Transfer Date that the CRA Agreement is in full force and effect and releases the Property Owner from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.

3. The Successor further certifies that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(E).

4. The County agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an “Owner” under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Property Owner) to the CRA Agreement.

5. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

Phone: _____
Fax: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

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COUNTY OF DELAWARE, OHIO

By: _____

Print Name: _____

Title: _____

By Resolution No. _____ dated _____, 20__

Verified and Certified:

APPROVED AS TO FORM:

PROPERTY OWNER

HIGHDEV II, LLC, an Ohio limited liability company

By: _____

Print Name: _____

Title: _____

SUCCESSOR

_____, a(n) _____

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT OF PROPERTY OWNER

The Property Owner (as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Property Owner (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Property Owner as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Property Owner that are contained in the CRA Agreement.

HIGHDEV II, LLC, an Ohio limited liability company

By: _____

Print Name: [NAME]

Title: [TITLE]

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT
Copy of CRA Agreement
(attached hereto)

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT
Copy of Instrument Conveying the Transferred Property
(attached hereto)

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

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

-Attended the Smart 50 Banquet last week. Three of the top 50 CEOs in the region were from Delaware County.

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Merrell

- Attended the Veteran's Dinner at the Fairgrounds Friday evening.
- The NCO issue did not work out the way most counties would have liked
- Yesterday afternoon attended a park opening in Berkshire Township

Commissioner Lewis

- Thank you to Carolyn Riggle for organizing the Veteran's dinner.

Commissioner Benton

- The Delaware County Fair went very well with good attendance. The bed tax will help with improvements at the fairgrounds in the future.
- The Little Brown was held on Thursday. A little over 42,000 in attendance.
- Attended the MORPC meeting last week. They discussed the competitive advantage projects.
- Attended the Farm Science Review last week
- The Employee Appreciation lunch will be held on Wednesday from 11-2.

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RESOLUTION NO. 17-998

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION; FOR COLLECTIVE BARGAINING:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn into Executive Session at 10:17 AM.

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

RESOLUTION NO. 17-999

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Benton to adjourn out of Executive Session at 12:05 PM.

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners