

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020

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

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

1
RESOLUTION NO. 20-603

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 13, 2020:

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 July 13, 2020; and

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

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

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

2
RESOLUTION NO. 20-604

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0717 AND MEMO TRANSFERS IN MTAPR0717:

It was moved by Mr. Merrell, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0717, Memo Transfers in MTAPR0717, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
COMMISSIONERS	JFS SERVICES	22411605-5380	\$163,652.46
VERIZON	SAT./CABLE/INTERNET	22511607-5315	\$6,000.00
WONDER WITHIN	CONTRACTED PROF. SERVICES	60211924-5301	\$10,000.00
XYLEM	VEHICLE MAINTENANCE & REPAIR	66211900-5228	\$10,000.00
FISHEL DOWNEY	EMS LEGAL SERVICES	10011303-5361	\$30,000.00
BOUND TREE MEDICAL	EMS SUPPLIES	10011303-5266	\$10,000.00
JANTON CO	EMS SUPPLIES	10011303-5266	\$2,000.00
OHIO HEALTH	EMS CONTRACT SERVICES	10011303-5301	\$55,000.00
CHANGE HEALTH CARE	EMS SERVICES	10011303-5301	\$25,000.00
MOBILE HEALTH	EMS SERVICES	10011303-5301	\$5,500.00
COMMISSIONERS	CSEA SERVICES	23711630-5380	\$7,200.00
COMMISSIONERS	RENTAL SERVICES	23711630-5335	\$8,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R2003770	JWC	GRINDER & 5HP IMMISCIBLE	66211900 -	\$21,761.56
	ENVIRONMENTAL INC	MOTOR WITH MOTOR	5450	
R2003772	M TECH COMPANY	TRUCK	66211900 -	\$31,000.00
			5428	
R2003780	US SAFETY GEAR	COVID-19 M3 RESPIRATORS AND FILTERS	10011303 -	\$12,582.50
			5266	

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

3
Susie O'Brien, Central Ohio Regional Liaison, Update from the Ohio Secretary of State's office

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020**

4**RESOLUTION NO. 20-605****IN THE MATTER OF APPROVING A SERVICES AGREEMENT WITH THE DELAWARE COUNTY FINANCE AUTHORITY FOR SPECIALTY DEVELOPMENT SERVICES:**

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") is, from time to time, in need of additional specialty development services, and the Delaware County Finance Authority (the "DCFA") is able to provide such services; and

WHEREAS, the Board desires to enter into a services agreement with the DCFA for the provision of specialty development services throughout calendar year 2020, some of which services are currently underway;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Services Agreement with the Delaware County Finance Authority:

SERVICES AGREEMENT

This Agreement is made and entered into this 20th day of July, 2020, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 N. Sandusky Street, Delaware, Ohio 43015 ("County"), and the Delaware County Finance Authority, 101 N. Sandusky Street, Delaware, Ohio. 43015 ("DCFA"), hereinafter collectively referred to as the "Parties."

1 SERVICES PROVIDED BY DCFA

- 1.1 The DCFA will provide specialty development services for the County (the "Services").
- 1.2 Services shall be defined in and rendered by the DCFA in accordance with the following documents, by this reference made part of this Agreement:
"Scope of Services"
- 1.3 The DCFA may, in its sole discretion, utilize the services of third-party consultants to perform the Scope of Services.
- 1.4 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 4, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Economic Development Director as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review of changes, commencement, and suspension 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 DCFA for specialty development services, 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 For all Services, the lump sum fee shall be \$205,000.00.
- 4.2 Total compensation under this Agreement shall not exceed \$205,000.00 without subsequent modification.
- 4.3 The fees specified above shall constitute full compensation for the Services.

5 TERM

- 5.1 The provision of the Services shall be from January 1, 2020 to December 31, 2020.

6 NOTICES

- 6.1 "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.

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020**

County:

Name: Bob Lamb, Economic Development Director
 Address: 101 N. Sandusky Street, Delaware, OH 43015
 Telephone: 740 833-2112
 Email: blamb@co.delaware.oh.us
DCFA:

Name: Bill Bishop, Chair
 Address of Firm: 101 N. Sandusky Street
 City, State, Zip: Delaware, Ohio 43015
 Telephone: (740) 833-2112
 Email: bbishop@co.delaware.oh.us

7 PAYMENT

- 7.1 Compensation shall be paid on a lump-sum basis, based on the invoice submitted by the DCFA and approved by the Project Manager.
- 7.2 Invoice shall be submitted to the Project Manager by the DCFA 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 DCFA shall promptly submit documentation as needed to substantiate said invoices.
- 7.3 The County shall pay invoice within fifteen (15) days of receipt.

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 DCFA shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the DCFA 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 MISCELLANEOUS TERMS AND CONDITIONS

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 Findings for Recovery: DCFA certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 9.6 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.

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020**

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

**5
RESOLUTION NO. 20-606**

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION:

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

Transfer of Appropriation

From	To	
40111402-5410	40111402-5328	25,000.00
Permanent Improvement/Building & Improvement	Permanent Improvement/Maintenance and Repair Services	

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

**6
RESOLUTION NO. 20-607**

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

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

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

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

WHEREAS, the Delaware County Board of Commissioners passed Resolution No. 16-749 on August 1, 2016, declaring its intent to sell such property by internet auction; and

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

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

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, that the following property listed below be sold in the manner prescribed in Resolution No. 16-749 and that items receiving no bids be considered of no value and may be discarded or salvaged at the direction of the Director of Facilities. The Director of Facilities is hereby authorized to sign any documents needed to transfer such property on behalf of the Board.

Asset #/Type	Make	Model	VIN/Serial Number	Mileage/Note
175/PICKUP	FORD	2008 F250	1FTSX21578EB85866	175,415
66/PICKUP	FORD	2008 F250	1FTNF205X8EE30838	55,665
533/SEDAN	FORD	2007 CVPI 4.6L	2FAFP71W07X143131	155,352
132/SEDAN	CHEVY	2007 IMPALA	2G1WS55R679290097	184,832
100/SEDAN	CHEVY	2007 IMPALA	2G1WS55R079289964	157,167
502/SEDAN	FORD	2005 CVPI 4.6L	2FAFP71W25X156976	173,781

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

**7
RESOLUTION NO. 20-608**

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR VILLAS AT OLD HARBOR EAST:

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

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for Villas at Old Harbor East;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020

improvement plans for Villas at Old Harbor East for submittal to the Ohio EPA for their approval.

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

8

RESOLUTION NO. 20-609

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER AGREEMENTS FOR BERLIN MANOR SECTION 3 AND LIBERTY GRAND DISTRICT SECTION 2A & 2B:

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

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider Agreements for Berlin Manor Section 3 and Liberty Grand District Section 2A & 2B;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider Agreements for Berlin Manor Section 3 and Liberty Grand District Section 2A & 2B:

Berlin Manor Section 3

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 20th day of July 2020, by and between **Berlin Manor One LLC**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **Berlin Manor Section 3** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for section 3 of **Sanitary Sewer Improvements for Berlin Manor Sections 1, 2 & 3**, dated **January 19, 2018**, and approved by the County on **March 12, 2018**, 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 **38** 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 (**\$265,690.00**) 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 2 for this project.

Initials _____

Date _____

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

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 section 3 of **Sanitary Sewer Improvements for Berlin Manor Sections 1, 2 & 3**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020**

County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of section 3 of **Sanitary Sewer Improvements for Berlin Manor Sections 1, 2 & 3 (\$9,300.00)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½ %) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Berlin Manor Sections 1, 2 & 3 (\$22,584.00)**. 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 records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for section 3 of **Sanitary Sewer Improvements for Berlin Manor Sections 1, 2 & 3** as required by the County.

SECTION V: CONSTRUCTION

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

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

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

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

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

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

SECTION VI: EASEMENTS

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

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.

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020**

- (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.

Liberty Grand District Section 2A & 2B

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

SECTION I: INTRODUCTION

This Agreement is entered into on this 20th day of July 2020, by and between **M/I Homes of Central Ohio, LLC**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **Liberty Grand District Section 2A & 2B** Subdivision Plat or condominium amendments on said development parcel 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 the **Sanitary Sewer Improvements Plan for Liberty Grand District Section 2A & 2B**, dated **May 28, 2020**, and approved by the County on **June 22, 2020**, 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 **53** 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. 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

For on-site improvements the following options for financial warranty apply:
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 (**\$195,784.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

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

Initials _____ Date _____

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

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

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020**

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 **Sanitary Sewer Improvements Plan for Liberty Grand District Section 2A & 2B (\$6,852.44)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight and one-half percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Sewer Improvements Plan for Liberty Grand District Section 2A & 2B (\$16,641.64)**. 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 records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight and one-half percent (8½%), the County may require, and the Subdivider shall pay, additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Sewer Improvements Plan for Liberty Grand District Section 2A & 2B** as required by the County.

SECTION V: CONSTRUCTION

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

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

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

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

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

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

SECTION VI: EASEMENTS

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

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:

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020**

- (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. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

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. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

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. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

**9
RESOLUTION NO. 20-610**

IN THE MATTER OF ACCEPTING SANITARY SEWER IMPROVEMENTS FOR HYATTS CROSSING SANITARY SEWER IMPROVEMENTS PHASE 1:

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

WHEREAS, the construction of new sanitary sewers at the Hyatts Crossing Sanitary Sewer Improvements Phase 1 have been completed to meet Delaware County Sewer District requirements; and

WHEREAS, the Sewer District has received the necessary items required by the Subdivider's Agreement; and

WHEREAS, the Sanitary Engineer recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

HYATTS CROSSING SANITARY SEWER IMPROVEMENTS PHASE 1

2,956 linear feet of 8-inch PVC sanitary sewer mainline	\$136,619.64
466 linear feet of 16-inch PVC sanitary sewer mainline	\$142,032.14
1,073 linear feet of 18-inch PVC sanitary sewer mainline	\$231,714.35
499 linear feet of 24-inch PVC sanitary sewer mainline	\$143,477.47
64 ct. 8x6 PVC wye fittings	\$12,023.68
123 linear feet of 6-inch diameter PVC risers	\$5,965.50
1,656 linear feet of 6-inch diameter PVC laterals	\$75,762.00
20 sanitary manholes	\$71,761.20
Total	\$819,355.98

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

Section 1. The Board hereby approves and accepts the above sanitary sewer improvements for ownership, operation, and maintenance by the Delaware County Sewer District.

Section 2. The Board hereby releases any bond, certified check, irrevocable letter of credit, or other approved financial warranties executed to insure faithful performance for construction of the above sanitary sewer improvements, if applicable.

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020

Section 3. The Board hereby accepts any bond, certified check, irrevocable letter of credit, or other approved financial warranties executed per the requirements of the subdivider’s agreement for the five-year maintenance period for the above sanitary sewer improvements.

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

10

RESOLUTION NO. 20-611

IN THE MATTER OF APPROVING THE PROJECT GRANT AGREEMENT BETWEEN THE OHIO PUBLIC WORKS COMMISSION (OPWC) AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY (BOARD) FOR THE PROJECT KNOWN AS CR 13 AND CR 21 ROAD RECONSTRUCTION, AND AUTHORIZING COMMISSIONER BARB LEWIS TO EXECUTE SAID AGREEMENT ALONG WITH APPROVING DISBURSEMENTS MADE AS A RESULT OF THIS AGREEMENT:

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

WHEREAS, on September 30, 2019, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 19-959 authorizing the submission of an application for funding assistance to the Ohio Public Works Commission (“OPWC”) for the project known as DEL-CR13-(CR21) – Worthington/Africa Intersection Part 1; and

WHEREAS, the application for funding assistance was approved subject to the approval of a project grant agreement with the OPWC; and

WHEREAS, Resolution No. 19-959 also authorized Commissioner Barb Lewis to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance;

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

Section 1: The Board approves the project grant agreement (copy available for review at the Commissioners’ Office until no longer of administrative value) with OPWC for the project known as CR 13 and CR 21 Road Reconstruction, further known as OPWC Project No. DQX13.

Section 2: Commissioner Barb Lewis is authorized to execute the agreement with OPWC for the project known as CR 13 and CR 21 Road Reconstruction, OPWC Project No. DQX13, and to sign any disbursements made as a result of this agreement.

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

11

RESOLUTION NO. 20-612

IN THE MATTER OF APPROVING THE OWNER’S AGREEMENTS FOR GRETSCH STREET, BERLIN MANOR SECTION 3 AND NORTHLAKE WOODS SECTION 2:

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

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Gretsches Street, Berlin Manor Section 3 and Northlake Woods Section 2;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Gretsches Street, Berlin Manor Section 3 and Northlake Woods Section 2:

Gretsches Street

OWNER’S AGREEMENT
PROJECT NUMBER: 20030

THIS AGREEMENT, executed on this 30th day of July, 2020 between **METRO DEVELOPMENT**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **GRETSCH STREET**, further identified as Project Number 20030, 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:

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020**

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 2 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 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.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **SIXTEEN THOUSAND FIVE HUNDRED DOLLARS (\$16,500)** 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**.

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020**

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	\$205,100
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 20,500
INSPECTION FEE DEPOSIT	\$ 16,500

Berlin Manor Section 3

**OWNER’S AGREEMENT
PROJECT NUMBER: 20025**

THIS AGREEMENT, executed on this 20th day of July, 2020 between BERLIN MANOR ONE, LLC, hereinafter called ‘OWNER’ and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as BERLIN MANOR SECTION 3, further identified as Project Number 20025, 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 2 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 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.

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit **FIFTY THOUSAND DOLLARS (\$50,000)** 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.

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020**

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	\$1,251,500
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 125,150
INSPECTION FEE DEPOSIT	\$ 50,000

Northlake Woods Section 2

OWNER'S AGREEMENT
PROJECT NUMBER: 7039

THIS AGREEMENT, executed on this 20th day of July, 2020 between **HOMEWOOD CORPORATION**, hereinafter called "**OWNER**" and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **NORTHLAKE WOODS SECTION 2**, further identified as Project Number 7039, 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

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020**

recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 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 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.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **SIXTY THOUSAND DOLLARS (\$60,000)** 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**.

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020**

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	\$1,048,300
CONSTRUCTION BOND AMOUNT	\$ N/A
MAINTENANCE BOND AMOUNT	\$ 104.800
INSPECTION FEE DEPOSIT	\$ 60,000

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

Delaware County Engineer Chris Bauserman Shared His Experience With Board On His Opportunity To Visit The White House. On Thursday, July 16, With Officials From Throughout The U.S., Engineer Bauserman attended An Event On The South Lawn Of The White House For President Donald Trump’s Review Of His Administration’s Ongoing Efforts To Reduce Burdensome Federal Regulations

**12
RESOLUTION NO. 20-613**

IN THE MATTER OF APPOINTING A MEMBER TO THE DELAWARE COUNTY DISTRICT LIBRARY BOARD OF TRUSTEES:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board of Commissioners”) is responsible for making several appointments to the Delaware County District Library Board of Trustees; and

WHEREAS, Trustee Neil Neidhardt has submitted a letter of resignation of his position with the term ending December 31, 2023;

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

Section 1. The Board of Commissioners hereby approves the appointment of Bradley Allen to the Delaware County District Library Board of Trustees for the unexpired term ending December 31, 2023.

Section 2. The appointment approved herein shall be effective immediately upon adoption.

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

**13
RESOLUTION NO. 20-614**

IN THE MATTER OF RE-APPOINTING MEMBERS TO THE NORTHSTAR NEW COMMUNITY AUTHORITY BOARD OF TRUSTEES:

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

WHEREAS, on August 16, 2007, the Delaware County Board of Commissioners (the “Board of Commissioners”) adopted Resolution No. 07-985, establishing the NorthStar New Community Authority, pursuant to Chapter 349 of the Revised Code; and

WHEREAS, as the organizational board of commissioners, the Board of Commissioners shall make appointments to the Community Authority Board of Trustees, pursuant to Resolution No. 07-985 and section 349.04 of the Revised Code; and

WHEREAS, the terms for two seats will expire on August 15, 2020, and the two members occupying those seats wish to be re-appointed; and

WHEREAS, on June 20, 2013, the Board of Commissioners adopted Resolution No. 13-645, adopting a policy for the appointment of members to boards and commissions (the “Policy”), which requires posting of all available positions for at least fourteen (14) days and permits the Board of Commissioners to conduct interviews of any applicants; and

WHEREAS, the Board of Commissioners desires to approve an exception to the Policy in order to re-appoint current members of the board of trustees of the NorthStar New Community Authority;

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020**

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

Section 1. The Board hereby approves an exception to the Policy for the appointments made herein by choosing to waive the requirement for posting the position and to proceed directly to appointment.

Section 2. The Board of Commissioners hereby approves the appointments of the following members to the NorthStar New Community Authority Board of Trustees for the terms specified herein:

Position	Appointee	Term Ends
Citizen Member	Glenn Evans	August 15, 2022
Citizen Member	Howard Heffelfinger	August 15, 2022

Section 3. The appointments approved herein shall be effective on August 16, 2020.

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

15

ADMINISTRATOR REPORTS

Administrator Frommer, Updates On Renovations To Historic Court House

16

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Gary Merrell

-NACO Platform submission request for 2021

-hearing from people with high emotions on COVID issues and the numbers

-asking for board's for thoughts on CA Frommer meeting with Delaware County Health Commissioner for reassurance on the meaning behind the numbers

Commissioner Barb Lewis

-COVID issues and the numbers

Commissioner Jeff Benton

-COVID issues and the numbers

17

RESOLUTION NO. 20-615

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND FOR COLLECTIVE BARGAINING:

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

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of Purchase of Property for Public Purposes and for Collective Bargaining.

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

RESOLUTION NO. 20-616

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Lewis, seconded by Mr. Merrell to adjourn out of Executive Session.

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

RECESS /RECONVENE

RESOLUTION NO. 20-617

IN THE MATTER OF APPROVING THE PLANS, SPECIFICATIONS, ESTIMATES OF COST, AND TENTATIVE ASSESSMENTS FOR, CONFIRMING THE NECESSITY OF, AND SETTING THE HEARING ON THE SANITARY SEWER IMPROVEMENTS FOR THE RIVERBY ESTATES SUBDIVISION AND CONDOS AT RIVERBY:

**COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020**

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

WHEREAS, pursuant to section 6117.06(A) of the Revised Code, the Delaware County Board of Commissioners (the "Board") may declare that sanitary sewer improvements are necessary for the preservation and promotion of the public health and welfare and determine whether special assessments are to be levied and collected to pay any part of the cost of the improvement; and

WHEREAS, on March 22, 2019, the Board received a Petition to Improve and Connect to Public Sanitary Facility and Apportion Costs for the Improvements, filed by Anne Brandyberry and others for the Riverby Estates Subdivision and Condos at Riverby (the "Petition"); and

WHEREAS, on June 27, 2019, the Board adopted Resolution No. 19-619, denying the Petition because it failed to meet the requirements of section 6117.28 of the Revised Code; and

WHEREAS, on July 18, 2019, the Board conducted a public hearing on determining the necessity of the improvements requested in the Petition; and

WHEREAS, on July 29, 2019, the Board adopted Resolution No. 19-723, determining that the proposed sanitary sewer improvements for the Riverby Estates Subdivision and Condos at Riverby (the "Improvements") are necessary and directing the Sanitary Engineer, in consultation with the City of Delaware, to prepare, or cause preparation of, plans, specifications, estimates of cost, tentative assessments, and financing plans for the Improvements; and

WHEREAS, the Sanitary Engineer has submitted the prepared plans, specifications, estimated project construction and connection cost of \$1,179,270, and tentative assessments to the Board for consideration;

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

Section 1. The Board hereby approves the plans, specifications, estimated project construction and connection cost of \$1,179,270, and the tentative assessment schedule for the Improvements, all of which shall be carefully preserved in the Delaware County Sanitary Engineer's Office and shall be open to the inspection of all persons interested in the Improvements. The tentative assessments schedule is based on the overall project cost, including estimated interest, issuance costs, and other soft costs, of \$1,332,353.93.

Section 2. The Board hereby approves the plans for the Improvements for submittal to the Ohio EPA for their approval.

Section 3. The Board hereby confirms that the Improvements are necessary for the preservation and promotion of the public health and welfare and that special assessments are to be levied and collected to pay 100% of the cost of the Improvements. The Improvements include the installation of a sanitary sewer main to connect the existing sanitary sewers within the Riverby Estates Subdivision and Condos at Riverby to the City of Delaware's sanitary sewer system, together with certain other improvements to the existing sanitary sewers. A depiction of the assessment district is attached hereto as Exhibit A and, by this reference, fully incorporated herein.

Section 4. The Board hereby fixes August 17, 2020, at 10:00 A.M. in the Commissioners' Hearing Room, 101 North Sandusky Street, Delaware, Ohio as the time and place of the Board's public hearing on any objections to the Improvements, the tentative assessments, or the boundaries of the assessment district. Written objections or endorsements may be submitted to the Clerk of the Board prior to the public hearing and for a period of five days after completion of the public hearing.

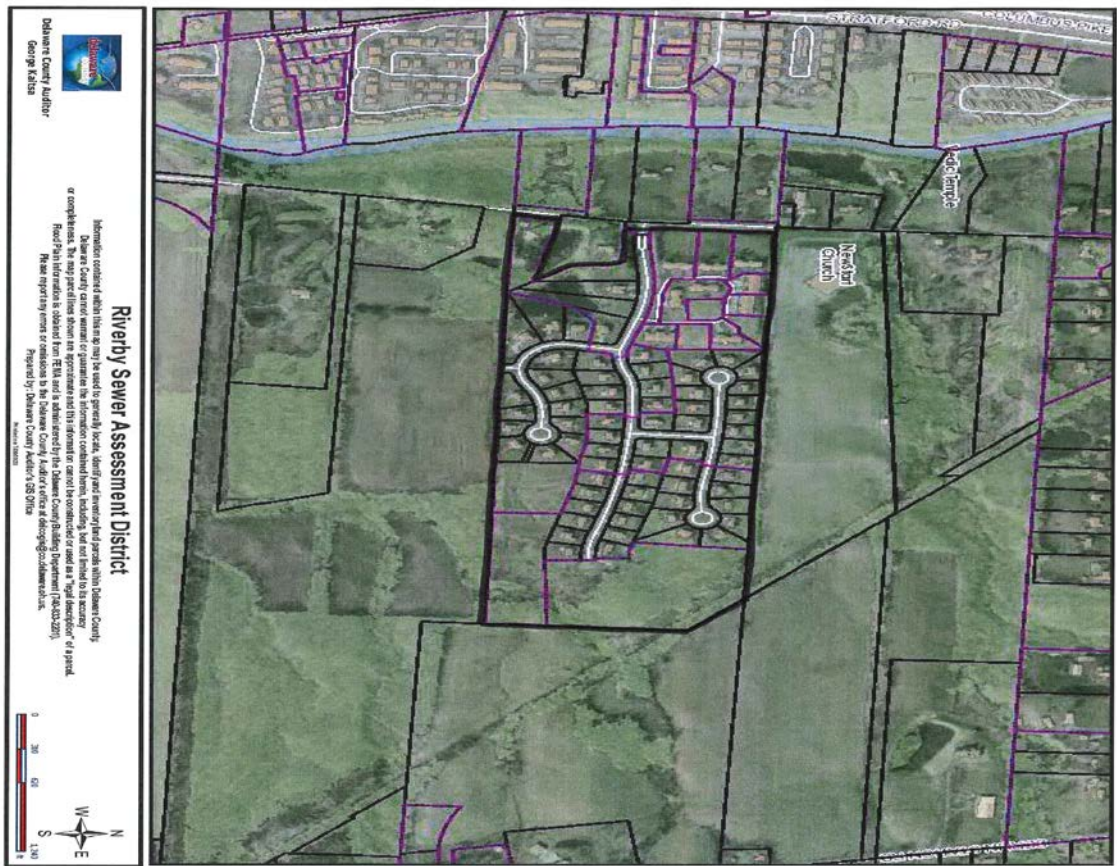
Section 5. The Board hereby directs the Clerk of the Board to cause notice of the public hearing to be published in the Delaware Gazette once a week for two consecutive weeks. Additionally, on or before the date of the second publication, the Clerk shall send, by first class or certified mail, a copy of the notice to every owner of property to be assessed for the Improvements whose address is known. The notices shall be in accordance with section 6117.06(E) of the Revised Code.

Section 6. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This Resolution shall be in full force and effect immediately upon its adoption.

EXHIBIT A

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020



COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020

<i>Riverby Estates</i>			
			<i>DRAFT</i>
<i>Special Assessment Financing</i>			
<i>Sewer Project</i>			
<i>Sources & Uses of Funds</i>			
<i>Schedule A</i>			
Sources of Funds	Sewer Construction	Sewer Connection	Total
Bond Proceeds	\$343,663.23	\$988,690.70	\$1,332,353.93
Total Sources	\$343,663.23	\$988,690.70	\$1,332,353.93
Uses of Funds			
Estimated Sewer Construction Costs	\$303,600.00	\$0.00	\$303,600.00
Sewer Connection Costs	-	927,092.75	927,092.75
Debt Service Reserve (20% of Annual Assessments)	4,987.68	14,349.13	19,336.81
Capitalized Interest and Fees	5,075.56	11,725.05	16,800.61
Estimated Transaction Costs	30,000.00	35,523.77	65,523.77
Total Uses	\$343,663.23	\$988,690.70	\$1,332,353.93
Bond Assumptions			
Financing Term	20.30 Years	20.30 Years	20.30 Years
Estimated Interest Rate	3.99%	3.99%	3.99%
Projected Debt Service Coverage	1.00x	1.00x	1.00x
Loan Payment Dates	6/1 & 12/1	6/1 & 12/1	6/1 & 12/1
Projected Commencement of Special Assessments	2021	2021	2021
Bond Denominations	\$0.01	\$0.01	\$0.01
Estimated Closing Date	August 14, 2020	August 14, 2020	August 14, 2020
Special Assessment Assumptions			
Projected Total Annual Special Assessment	\$27,488.14	\$73,209.85	\$100,697.99
Projected Annual Special Assessment per Parcel (Single Family)*	\$254.52	\$717.74	\$972.26
Projected Annual Special Assessment per Parcel (Vacant Single Family Parcels)*	\$254.52	\$0.00	\$254.52
Projected Annual Special Assessment per Parcel (Condos)*	\$254.52	\$717.74	\$972.26
Projected Annual Special Assessment per Parcel (Vacant Condo Parcels)*	\$254.52	\$0.00	\$254.52
<i>* Assumes 108 parcels (which includes the six vacant parcels) are charged the Sewer Construction portion of assessments.</i>			
Hilltop Securities Inc.			07/18/20

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020

Riverby Estates DRAFT														
Special Assessment Financing Sewer Project Semiannual Debt Service Schedule (Sewer Construction) Schedule C														
Payment Date	Special Assessments	Capitalized Payments	Debt Service Reserve Earnings 0.00%	Total Revenue	Principal Payment	Interest Payment 3.99%	Principal & Interest	County Admin. Fee 2.00%	Administrator Fee	Total Semiannual Payment	Total Annual Payment	Outstanding Balance	Semiannual Excess Revenue	Semiannual Coverage Factor
08/14/20												343,663.23		
12/01/20	0.00	5,075.56	0.00	5,075.56	0.00	4,075.56	4,075.56	0.00	1,000.00	5,075.56	5,075.56	343,663.23	0.00	1.00
06/01/21	13,744.07		0.00	13,744.07	5,613.11	6,856.08	12,469.19	274.88	1,000.00	13,744.07	13,744.07	338,050.12	0.00	1.00
12/01/21	13,744.07		0.00	13,744.07	5,725.09	6,744.10	12,469.19	274.88	1,000.00	13,744.07	27,488.14	332,325.03	0.00	1.00
06/01/22	13,744.07		0.00	13,744.07	5,839.30	6,629.88	12,469.19	274.88	1,000.00	13,744.07	41,232.21	326,485.73	0.00	1.00
12/01/22	13,744.07		0.00	13,744.07	5,955.80	6,513.39	12,469.19	274.88	1,000.00	13,744.07	55,016.28	320,529.93	0.00	1.00
06/01/23	13,744.07		0.00	13,744.07	6,074.62	6,394.57	12,469.19	274.88	1,000.00	13,744.07	68,760.35	314,455.32	0.00	1.00
12/01/23	13,744.07		0.00	13,744.07	6,195.81	6,273.38	12,469.19	274.88	1,000.00	13,744.07	82,504.42	308,259.51	0.00	1.00
06/01/24	13,744.07		0.00	13,744.07	6,319.41	6,149.78	12,469.19	274.88	1,000.00	13,744.07	96,248.49	301,940.10	0.00	1.00
12/01/24	13,744.07		0.00	13,744.07	6,445.48	6,023.70	12,469.19	274.88	1,000.00	13,744.07	110,002.56	295,494.62	0.00	1.00
06/01/25	13,744.07		0.00	13,744.07	6,574.07	5,895.12	12,469.19	274.88	1,000.00	13,744.07	123,764.63	289,320.55	0.00	1.00
12/01/25	13,744.07		0.00	13,744.07	6,705.22	5,763.96	12,469.19	274.88	1,000.00	13,744.07	137,548.70	283,215.32	0.00	1.00
06/01/26	13,744.07		0.00	13,744.07	6,838.99	5,630.20	12,469.19	274.88	1,000.00	13,744.07	151,354.77	277,376.33	0.00	1.00
12/01/26	13,744.07		0.00	13,744.07	6,975.43	5,493.76	12,469.19	274.88	1,000.00	13,744.07	165,182.84	268,400.90	0.00	1.00
06/01/27	13,744.07		0.00	13,744.07	7,114.59	5,354.60	12,469.19	274.88	1,000.00	13,744.07	179,033.91	261,286.31	0.00	1.00
12/01/27	13,744.07		0.00	13,744.07	7,256.53	5,212.66	12,469.19	274.88	1,000.00	13,744.07	192,908.98	254,029.78	0.00	1.00
06/01/28	13,744.07		0.00	13,744.07	7,401.29	5,067.89	12,469.19	274.88	1,000.00	13,744.07	206,808.05	246,628.49	0.00	1.00
12/01/28	13,744.07		0.00	13,744.07	7,548.95	4,920.24	12,469.19	274.88	1,000.00	13,744.07	220,732.12	239,079.54	0.00	1.00
06/01/29	13,744.07		0.00	13,744.07	7,699.55	4,769.64	12,469.19	274.88	1,000.00	13,744.07	234,681.19	231,379.98	0.00	1.00
12/01/29	13,744.07		0.00	13,744.07	7,853.16	4,616.03	12,469.19	274.88	1,000.00	13,744.07	248,655.26	223,526.83	0.00	1.00
06/01/30	13,744.07		0.00	13,744.07	8,009.83	4,459.36	12,469.19	274.88	1,000.00	13,744.07	262,654.33	215,517.00	0.00	1.00
12/01/30	13,744.07		0.00	13,744.07	8,169.62	4,299.56	12,469.19	274.88	1,000.00	13,744.07	276,678.40	207,347.37	0.00	1.00
06/01/31	13,744.07		0.00	13,744.07	8,332.61	4,136.58	12,469.19	274.88	1,000.00	13,744.07	290,727.47	199,014.77	0.00	1.00
12/01/31	13,744.07		0.00	13,744.07	8,498.84	3,970.34	12,469.19	274.88	1,000.00	13,744.07	304,801.54	190,515.92	0.00	1.00
06/01/32	13,744.07		0.00	13,744.07	8,668.40	3,800.79	12,469.19	274.88	1,000.00	13,744.07	318,900.61	181,847.53	0.00	1.00
12/01/32	13,744.07		0.00	13,744.07	8,841.33	3,627.86	12,469.19	274.88	1,000.00	13,744.07	333,024.68	173,006.20	0.00	1.00
06/01/33	13,744.07		0.00	13,744.07	9,017.72	3,451.47	12,469.19	274.88	1,000.00	13,744.07	347,173.75	163,988.48	0.00	1.00
12/01/33	13,744.07		0.00	13,744.07	9,197.62	3,271.57	12,469.19	274.88	1,000.00	13,744.07	361,347.82	154,790.86	0.00	1.00
06/01/34	13,744.07		0.00	13,744.07	9,381.11	3,088.08	12,469.19	274.88	1,000.00	13,744.07	375,546.89	145,409.75	0.00	1.00
12/01/34	13,744.07		0.00	13,744.07	9,568.26	2,900.92	12,469.19	274.88	1,000.00	13,744.07	389,771.96	135,841.49	0.00	1.00
06/01/35	13,744.07		0.00	13,744.07	9,759.15	2,710.04	12,469.19	274.88	1,000.00	13,744.07	404,023.03	126,082.34	0.00	1.00
12/01/35	13,744.07		0.00	13,744.07	9,953.85	2,515.34	12,469.19	274.88	1,000.00	13,744.07	418,300.10	116,128.49	0.00	1.00
06/01/36	13,744.07		0.00	13,744.07	10,152.43	2,316.76	12,469.19	274.88	1,000.00	13,744.07	432,604.17	105,976.07	0.00	1.00
12/01/36	13,744.07		0.00	13,744.07	10,354.97	2,114.22	12,469.19	274.88	1,000.00	13,744.07	446,935.24	95,621.10	0.00	1.00
06/01/37	13,744.07		0.00	13,744.07	10,561.55	1,907.64	12,469.19	274.88	1,000.00	13,744.07	461,293.31	85,059.55	0.00	1.00
12/01/37	13,744.07		0.00	13,744.07	10,772.25	1,696.94	12,469.19	274.88	1,000.00	13,744.07	475,678.38	74,287.30	0.00	1.00
06/01/38	13,744.07		0.00	13,744.07	10,987.16	1,482.03	12,469.19	274.88	1,000.00	13,744.07	490,090.45	63,300.14	0.00	1.00
12/01/38	13,744.07		0.00	13,744.07	11,206.35	1,262.84	12,469.19	274.88	1,000.00	13,744.07	504,529.52	52,093.79	0.00	1.00
06/01/39	13,744.07		0.00	13,744.07	11,429.92	1,039.27	12,469.19	274.88	1,000.00	13,744.07	518,995.59	40,663.88	0.00	1.00
12/01/39	13,744.07		0.00	13,744.07	11,657.94	811.24	12,469.19	274.88	1,000.00	13,744.07	533,488.66	29,005.93	0.00	1.00
06/01/40	13,744.07		0.00	13,744.07	11,890.52	578.67	12,469.19	274.88	1,000.00	13,744.07	547,908.73	17,115.41	0.00	1.00
12/01/40	13,744.07		4,987.68	18,731.75	17,115.41	341.45	17,456.86	274.88	1,000.00	18,731.74	32,475.81	0.00	0.00	1.00
Total	\$549,762.82	\$5,075.56	\$4,987.68	\$559,826.05	\$343,663.23	\$164,167.55	\$507,830.78	\$18,995.26	\$41,000.00	\$589,826.03	\$589,826.03	\$8.00		
Assumptions:														
Term 20.30 Years														
Estimated Average Interest Rate 3.99%														
Average Life 11.97 Years														
Average Annual Debt Service \$27,738														
Hilltop Securities Inc. 07/18/20														

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 20, 2020

<i>Riverby Estates</i>													<i>DRAFT</i>	
<i>Special Assessment Financing Sewer Project</i>														
<i>Semiannual Debt Service Schedule (Sewer Connection) Schedule D</i>														
Payment Date	Special Assessments	Capitalized Payments	Debt Service Reserve Earnings 0.00%	Total Revenue	Principal Payment	Interest Payment 3.99%	Principal & Interest	County Admin. Fee 2.00%	Total Semiannual Payment	Total Annual Payment	Outstanding Balance	Semiannual Excess Revenue	Semiannual Coverage Factor	
08/14/20											988,690.70		1.00	
12/01/20		11,725.05	0.00	11,725.05	0.00	11,725.05	11,725.05	0.00	11,725.05	11,725.05	988,690.70	0.00	1.00	
06/01/21	36,604.92		0.00	36,604.92	16,148.45	19,724.38	35,872.82	732.10	36,604.92		972,542.25	0.00	1.00	
12/01/21	36,604.92		0.00	36,604.92	16,470.61	19,402.22	35,872.82	732.10	36,604.92	73,209.85	956,071.64	0.00	1.00	
06/01/22	36,604.92		0.00	36,604.92	16,799.20	19,073.63	35,872.82	732.10	36,604.92		939,272.45	0.00	1.00	
12/01/22	36,604.92		0.00	36,604.92	17,134.34	18,738.49	35,872.82	732.10	36,604.92	73,209.85	922,138.11	0.00	1.00	
06/01/23	36,604.92		0.00	36,604.92	17,476.17	18,396.66	35,872.82	732.10	36,604.92		904,661.94	0.00	1.00	
12/01/23	36,604.92		0.00	36,604.92	17,824.82	18,048.01	35,872.82	732.10	36,604.92	73,209.85	886,837.12	0.00	1.00	
06/01/24	36,604.92		0.00	36,604.92	18,180.42	17,692.40	35,872.82	732.10	36,604.92		868,656.70	0.00	1.00	
12/01/24	36,604.92		0.00	36,604.92	18,543.12	17,329.70	35,872.82	732.10	36,604.92	73,209.85	850,113.58	0.00	1.00	
06/01/25	36,604.92		0.00	36,604.92	18,913.06	16,959.77	35,872.82	732.10	36,604.92		831,200.52	0.00	1.00	
12/01/25	36,604.92		0.00	36,604.92	19,290.37	16,582.45	35,872.82	732.10	36,604.92	73,209.85	811,910.14	0.00	1.00	
06/01/26	36,604.92		0.00	36,604.92	19,675.22	16,197.61	35,872.82	732.10	36,604.92		792,234.93	0.00	1.00	
12/01/26	36,604.92		0.00	36,604.92	20,067.74	15,805.09	35,872.82	732.10	36,604.92	73,209.85	772,167.19	0.00	1.00	
06/01/27	36,604.92		0.00	36,604.92	20,468.09	15,404.74	35,872.82	732.10	36,604.92		751,699.10	0.00	1.00	
12/01/27	36,604.92		0.00	36,604.92	20,876.43	14,996.40	35,872.82	732.10	36,604.92	73,209.85	730,822.67	0.00	1.00	
06/01/28	36,604.92		0.00	36,604.92	21,292.91	14,579.91	35,872.82	732.10	36,604.92		709,529.76	0.00	1.00	
12/01/28	36,604.92		0.00	36,604.92	21,717.71	14,155.12	35,872.82	732.10	36,604.92	73,209.85	687,812.05	0.00	1.00	
06/01/29	36,604.92		0.00	36,604.92	22,150.97	13,721.85	35,872.82	732.10	36,604.92		665,661.08	0.00	1.00	
12/01/29	36,604.92		0.00	36,604.92	22,592.89	13,279.94	35,872.82	732.10	36,604.92	73,209.85	643,068.19	0.00	1.00	
06/01/30	36,604.92		0.00	36,604.92	23,043.61	12,829.21	35,872.82	732.10	36,604.92		620,024.58	0.00	1.00	
12/01/30	36,604.92		0.00	36,604.92	23,503.33	12,369.49	35,872.82	732.10	36,604.92	73,209.85	596,521.25	0.00	1.00	
06/01/31	36,604.92		0.00	36,604.92	23,972.23	11,900.60	35,872.82	732.10	36,604.92		572,349.02	0.00	1.00	
12/01/31	36,604.92		0.00	36,604.92	24,450.47	11,422.35	35,872.82	732.10	36,604.92	73,209.84	548,098.55	0.00	1.00	
06/01/32	36,604.92		0.00	36,604.92	24,938.26	10,934.57	35,872.82	732.10	36,604.92		523,160.29	0.00	1.00	
12/01/32	36,604.92		0.00	36,604.92	25,435.78	10,437.05	35,872.82	732.10	36,604.92	73,209.84	497,234.52	0.00	1.00	
06/01/33	36,604.92		0.00	36,604.92	25,943.22	9,929.60	35,872.82	732.10	36,604.92		471,281.30	0.00	1.00	
12/01/33	36,604.92		0.00	36,604.92	26,460.79	9,412.04	35,872.82	732.10	36,604.92	73,209.84	445,320.51	0.00	1.00	
06/01/34	36,604.92		0.00	36,604.92	26,988.68	8,884.14	35,872.82	732.10	36,604.92		418,331.83	0.00	1.00	
12/01/34	36,604.92		0.00	36,604.92	27,527.10	8,345.72	35,872.82	732.10	36,604.92	73,209.85	390,804.73	0.00	1.00	
06/01/35	36,604.92		0.00	36,604.92	28,076.27	7,796.55	35,872.82	732.10	36,604.92		362,728.46	0.00	1.00	
12/01/35	36,604.92		0.00	36,604.92	28,636.39	7,236.43	35,872.82	732.10	36,604.92	73,209.85	334,092.06	0.00	1.00	
06/01/36	36,604.92		0.00	36,604.92	29,207.69	6,665.14	35,872.82	732.10	36,604.92		304,884.38	0.00	1.00	
12/01/36	36,604.92		0.00	36,604.92	29,790.38	6,082.44	35,872.82	732.10	36,604.92	73,209.85	275,099.99	0.00	1.00	
06/01/37	36,604.92		0.00	36,604.92	30,384.70	5,488.13	35,872.82	732.10	36,604.92		244,709.30	0.00	1.00	
12/01/37	36,604.92		0.00	36,604.92	30,990.87	4,881.95	35,872.82	732.10	36,604.92	73,209.85	213,718.42	0.00	1.00	
06/01/38	36,604.92		0.00	36,604.92	31,609.14	4,263.68	35,872.82	732.10	36,604.92		182,109.28	0.00	1.00	
12/01/38	36,604.92		0.00	36,604.92	32,239.74	3,633.08	35,872.82	732.10	36,604.92	73,209.85	149,869.54	0.00	1.00	
06/01/39	36,604.92		0.00	36,604.92	32,882.93	2,989.90	35,872.82	732.10	36,604.92		116,986.61	0.00	1.00	
12/01/39	36,604.92		0.00	36,604.92	33,538.94	2,333.88	35,872.82	732.10	36,604.92	73,209.84	83,447.67	0.00	1.00	
06/01/40	36,604.92		0.00	36,604.92	34,208.04	1,664.78	35,872.82	732.10	36,604.92		49,239.62	0.00	1.00	
12/01/40	36,604.92		14,349.13	50,954.05	49,239.62	982.33	50,221.95	732.10	50,954.05	87,558.98	0.00	0.00	1.00	
Total	\$1,464,196.93	\$11,725.05	\$14,349.13	\$1,490,271.11	\$988,690.70	\$472,296.45	\$1,460,987.15	\$29,283.94	\$1,490,271.09	\$1,490,271.09		\$0.00		
Assumptions:														
Term											20.30 Years			
Estimated Average Interest Rate											3.99%			
Average Life											11.97 Years			
Average Annual Debt Service											\$73,927.30			
Hilltop Securities Inc.														
07/18/20														

COMMISSIONERS JOURNAL NO. 73 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JULY 20, 2020

Riverby Estates		DRAFT
<i>Special Assessment Financing Sewer Project</i>		
<i>Estimated Transaction Costs Schedule E</i>		
Principal Amount of the Bonds		\$1,332,354
Bank Underwriter Fee (0.50%)		\$6,661.77
Bank Application and Filing Fees		112.00
Bank Inspection Fees (\$375 each @ 6 Inspections)		2,250.00
Issuer Counsel		15,000.00
Riverby HOA Legal Counsel		37,500.00
Misc. & Rounding		4,000.00
Total Expected Cost of Issuance		\$65,523.77
Hilltop Securities Inc.		07/18/20

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

There being no further business, the meeting adjourned.

 Gary Merrell

 Barb Lewis

 Jeff Benton

 Jennifer Walraven, Clerk to the Commissioners