

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 23, 2001

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

Present: James Ward, Deborah Martin, Donald Wuertz (Absent)

8:30 AM – Dale Wilgus, County Treasurer – Investment Committee

Executive Session for Personnel Matters and Pending Litigations

RESOLUTION NO. 01-756

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS AND PENDING LITIGATIONS AT 8:40 AM:

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn into Executive Session.

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Absent

RESOLUTION NO. 01-757

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 8:55 AM:

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn out of Executive Session:

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

PUBLIC COMMENT – Discussed vehicles for Scioto Township

RESOLUTION NO. 01-758

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 310606 THROUGH 310884:

It was moved by Mrs. Martin , seconded by Mr. Ward to approve for payment warrants numbered 310606 through 310884 and Purchase Orders and Vouchers as listed below:

PO's

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
1B08769	Chris Pappert	CHIP Services	0079-2003	\$ 18,500.00

Vouchers

1B03519	U.S. Filter	Bioxide for Pump Stations	3530-1671	\$ 6,403.25
1B08799	Countryside	Garage at 126 N. Sandusky St.	8610-4011	\$ 14,385.00

DECREASE

1B03882	Postmaster	Postal Services	0130-2200	\$ 35,000.00
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Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Absent

RESOLUTION NO. 01-759

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

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following resolution.

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Rennob, Inc., has requested a new D-1, D-2 and D-3 permits located on the east side of Polaris Parkway, between Cameron Avenue and Powell Road, Columbus, Ohio 43240 and

Whereas, the Orange Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

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

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

RESOLUTION NO. 01-760

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

It was moved by Mrs. Martin , seconded by Mr. Ward to approve the following resolution.

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Rennob, Inc., has requested a new D-1 permit located at 1295-1353 Cameron Avenue, Columbus, Ohio 43240 and

Whereas, the Orange Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

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

Vote on Motion Mr. Wuertz Absent Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-761

IN THE MATTER OF REQUESTING A HEARING FOR THE NEW LIQUOR LICENSE REQUEST FROM PANDA HOUSE LLC., AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following resolution.

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Panda House LLC, has requested a new D-5 permit located at 1208 East Powell Road, Lewis Center, Ohio 43035 and

Whereas, the Orange Township Trustees have stated they are requesting a hearing, and

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that a hearing is requested by this Board of County Commissioners

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Absent

RESOLUTION NO. 01-762

IN THE MATTER OF WITHDRAWING THE ANNEXATION PETITION OF 12.372 ACRES FROM CONCORD TOWNSHIP TO THE VILLAGE OF SHAWNEE HILLS:

It was moved by Mrs. Martin to withdraw the annexation of 12.372 acres from Concord Township to the Village of Shawnee Hills at the request of the petitioner Richard C. Brahm. The resolution died due to lack of seconding the motion.

RESOLUTION NO. 01-763

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING OF ANNEXATION PETITION FILED FOR 119.806, MORE OR LESS, ACRES FROM BERKSHIRE TOWNSHIP TO VILLAGE OF GALENA AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

It was moved by Mrs. Martin, seconded by Mr. Ward to adopt the following:

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Berkshire Township to Village of Galena, and

Whereas, David J. Gordon, 40 North Sandusky Street, Suite 300, Delaware, Ohio 43015 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, **October 1, 2001, at 7:30 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

Vote on Motion Mr. Wuertz Absent Mr. Ward Aye Mrs. Martin Aye

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RESOLUTION NO. 01-764**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following:

Emergency Services is requesting that John Tracy and Sharon Creamer attend the 9-1-1 Critical Issues Forum at Columbus on September 17 through September 18, 2001, in the amount of \$450.00.

Maintenance is requesting that Ernest "Butch" Bogan attend the Supervisor Seminar at Reynoldsburg on September 20, 2001, in the amount of \$202.00.

Job and Family Services is requesting that Larry Hager, Jim Little, Rhonda Leasure and Jackie Williams attend the Supervisor Training at Columbus on August 1 through August 2, 2001, at no cost.

Job and Family Services is requesting that Patricia Rayburn attend the CORC Training at Columbus on various dates in August and September 2001, in the amount of \$167.70.

Emergency Service is requesting that Bobby Lavender attend the Annual Inland Spills & Exhibits at Cincinnati on September 24 through September 26, 2001, in the amount of \$482.50.

CSEA is requesting that Susan Hollenbach and Duncan Whitney attend the National Child Support Conference at New York City on August 12 through August 16, 2001, in the amount of \$4,835.00.

Job and Family Services is requesting that Sharon Lloyd and Celia Vail attend the Marion Tech College Invitational DJFS Orientation and Tour at Marion on August 7, 2001, at no cost.

County Engineer is requesting that Rob Riley attend The Application of HEC-RAS Course at Columbus on October 30 through October 31, 2001, in the amount of \$130.00.

County Engineer is requesting that Brian Dilley and Ryan Mraz attend the LTAP Traffic Signal Workshop at Columbus on September 13, 2001, in the amount \$130.00.

County Engineer is requesting that Ryan Mraz attend the 2001 Ohio Bridge Conference at Columbus on August 21 through August 22, 2001, in the amount of \$135.00.

Dog Warden is requesting that John King attend The National Animal Control Training Academy, Level I at Lexington, Kentucky on August 6 through August 10, 2001, in the amount of \$531.60.

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Absent

RESOLUTION NO. 01-765

IN THE MATTER OF APPROVING PLATS FOR FOURWINDS, SECTION 2; DOUBLE N SUBDIVISION NO. 1 AND NO. 2; WOODS ON SELDOM SEEN, PHASE III, PART I; DITCH MAINTENANCE PETITIONS FOR WEDGEWOOD, SECTION 10 AND HARBOR POINTE, SECTION 2, PHASES 1 & 2:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following plats and ditch maintenance petitions:

Fourwinds, Section 2

Situated in the Township of Berkshire, County of Delaware, State of Ohio, located in part of Farm Lot 5, Section 2, Township 4, Range 17, United States Military Lands, being a 1.907 acre subdivision, there being 0.665 acres out of the remainder of a 35.717 acre tract conveyed to MTB Corporation (one-half interest) in Deed Book 545, Page 507, and Deed Book 464, Page 169, and to Dorcy Oil Company (one-half interest) in Deed Book 478, Page 565 and a 1.242 acre tract conveyed to White Castle System, Inc. in Official Record Volume 40, Page 2427. All references being to the Records of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$3.00.

Double N Subdivision No. 1

Situated in the Township of Liberty, County of Delaware, State of Ohio and being part of Lot 387, Holiday Hill Development Company's Rutherford Road Subdivision No. 1 Plat Book 7, Page 65 and part of Farm Lot 9, Quarter-Township 2, Township 3, Range 19, U.S.M.L. being a subdivision of 5.163 acres out of an original 10.011 Acres owned by Richard J. & D. Miller as recorded in O.R.V. 32, Page 920, in the Delaware County recorder's Office. Lot fee in the amount of \$9.00.

Double N Subdivision No. 2

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Situated in the Township of Liberty, County of Delaware, State of Ohio and being part of Lot 387, Holiday Hill Development Company's Rutherford Road Subdivision No. 1 Plat Book 7, Page 65 and part of Farm Lot 9, Quarter-Township 2, Township 3, range 19, U.S.M.L. being a subdivision of 4.848 acres out of an original 10.011 Acres owned by Richard J. & D. Miller as recorded in O.R.V. 32, Page 920, in the Delaware County recorder's Office. Lot fee in the amount of \$9.00.

Woods on Seldom Seen, Phase III, Part 1

Situated in the Township of Liberty, County of Delaware, State of Ohio, being part of Farm Lots 2,3 and 23, Section 3, Township 3N, Range 19W, United States Military Lands. Being a 30.318 Acre Subdivision out of a O.R.V. 29, Page 1093 to Page 1102; of which 18.381 acres is in said Farm Lot 23, 1.962 acres is in said Farm Lot 2 and 9.975 acres is in said Farm Lot 3, references being to the records of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$72.00.

Wedgewood, Section 10 – Ditch Maintenance Petition

We the undersigned owners of 27.985 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as Wedgewood, Section 10 as evidenced by the subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Wedgewood, Section 10 subdivision.

The cost of the drainage improvements is \$74,545.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Twenty-four lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$3,106.04 per lot. An annual maintenance fee equal to 2% of this basis \$62.12 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,490.88 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

Harbor Pointe, Section 2, Phases 1 & 2 – Ditch Maintenance Petition

We the undersigned owners of 23.52 acres in Berlin Township, Delaware County, Ohio propose to create a subdivision known as Harbor Pointe, Section 2, Phases 1 & 2 as evidenced by the subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Harbor Pointe, Section 2, Phases 1 & 2 subdivision.

The cost of the drainage improvements is \$85,910.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Thirty-eight lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,260.79 per lot. An annual maintenance fee equal to 2% of this basis \$45.22 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,718.20 has been paid to Delaware County.

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Easements to provide for the maintenance of the improvements have been provided on the plat.
Vote on Motion Mr. Wuertz Absent Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-766

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR SCIOTO RESERVE, SECTION 2, PHASE 3; SHERBROOK, PHASES 9 & 10; CENTERGREEN DRIVE, HARVEST WIND, SECTION 7, PHASE 2; GOLF VILLAGE, SECTION 9; HOME ROAD & STEITZ ROAD/RUTHERFORD ROAD AND SELDOM SEEN ROAD IMPROVEMENTS; NORTH ORANGE, SECTION 2, PHASE 1; AND NORTH ORANGE, SECTION 3, PHASE 1:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following subdivider's agreements:

Scioto Reserve, Section 2, Phase 3

THIS AGREEMENT executed on this 23rd day of July 2001, between **HOMEWOOD CORPORATION** as evidenced by the **SCIOTO RESERVE SECTION 2, PHASE 3** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 6/12/01, 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**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** 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 year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**

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

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **EIGHTEEN THOUSAND SIXTY-FIVE DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** 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 **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of **one year**. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** 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 to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

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

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to

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final acceptance, furnish to **Delaware County**, 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 **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit 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 material incident to said construction of 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**.

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.

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

Sherbrook, Phase 9

THIS AGREEMENT executed on this 23rd day of July 2001, between **TUSSIC ROAD ASSOCIATES** as evidenced by the **SHERBROOK PHASE 9** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 6/25/01, 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**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** 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 year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**

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

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **THIRTY-THREE THOUSAND TWO HUNDRED EIGHTY DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** 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 **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

Upon the completion of construction, the SUBDIVIDER shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** 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 to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the

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funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, 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 **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit 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 material incident to said construction of 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**.

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**.

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

Sherbrook, Phase 10

THIS AGREEMENT executed on this 23rd day of July 2001, between **TUSSIC ROAD ASSOCIATES** as evidenced by the **SHERBROOK PHASE 10** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 6/25/01, 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**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** 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 year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**

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

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY THOUSAND SIX HUNDRED THIRTY-FIVE DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** 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 **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of **one year**. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** 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 to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his

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approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

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

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, 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 **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit 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 material incident to said construction of 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**.

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**.

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

Centergreen Drive, Harvest Wind, Section 7, Phase 2

THIS AGREEMENT executed on this 23rd day of July 2001, between **BOB WEBB BUILDERS** as evidenced by the **CENTERGREEN DRIVE, HARVEST WIND SECTION 7, PHASE 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of the maintenance period, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to 10% of the construction cost as shown in the Engineer's Estimate approved 7/5/01, 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. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** 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 year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the 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**, his performance is deemed inadequate.

The **SUBDIVIDER** further agrees that any violations or non-compliance 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.

ROADWAY AND STORM DRAINAGE

It is further agreed that adequate inspection fees are in place for the construction of this improvement within **HARVEST WIND SECTION 7, PHASE 1** inspection account necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** 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 **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

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Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

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

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, 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 **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit 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 material incident to said construction of improvements.

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

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. 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**.

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**.

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

Golf Village, Section 9

THIS AGREEMENT executed on this 23rd day of July 2001, between **TRIANGLE REAL ESTATE SERVICE** as evidenced by the **GOLF VILLAGE SECTION 9** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 7/16/01, 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. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** 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 year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the 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**, his performance is deemed inadequate.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-THREE THOUSAND TWO HUNDRED FIFTY DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County**

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Engineer, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** 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 **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** 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 to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

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

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, 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 **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit 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 material incident to said construction of improvements.

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

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. 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**.

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**.

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

Home Road & Steitz Road Improvements, Rutherford Road Improvements and Seldom Seen Road Improvements

THIS AGREEMENT executed on this 23rd day of July 2001, between **COUNTY OF DELAWARE (acting by and through its BOARD OF COUNTY COMMISSIONERS, hereinafter called the COUNTY, and TRIANGLE REAL ESTATE SERVICE, hereinafter called the SUBDIVIDER** as evidenced by the Engineering and Construction Plans entitled **Home Road & Steitz Road Improvements, Rutherford Road Improvements and Seldom Seen Road Improvements**, which were approved by the County Engineer, hereinafter called the **PLANS**, is governed by the following considerations, to wit:

- 1) Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance on the **PLANS**, which are a part of this **AGREEMENT**,
- 2) The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
- 3) The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **ONE MILLION SIX HUNDRED TEN DOLLARS** 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 the current "Subdivision Regulations of Delaware County, Ohio."
- 4) The **SUBDIVIDER** shall deposit **FORTY-EIGHT THOUSAND THREE HUNDRED DOLLARS** 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 **SUBDIVIDER** 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 **SUBDIVIDER**.
- 5) The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.

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- 6) The **SUBDIVIDER** 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 the said improvements.
- 7) The **SUBDIVIDER** shall perform and complete all said improvements within one year of execution of said **AGREEMENT**.
- 8) The **SUBDIVIDER** 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 in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and **"Traffic Control for Construction and Maintenance"**.
- 9) The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulation 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 improvement.
- 10) If **SUBDIVIDER** should 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**.
- 11) Upon approval and acceptance of the improvements, the original copy of the **PLANS** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 12) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

North Orange, Section 2, Phase 1

THIS AGREEMENT executed on this 23rd day of July 2001, between **PLANNED COMMUNITIES, INC.** as evidenced by the **NORTH ORANGE SECTION 2, PHASE 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 6/19/01, 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. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** 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 year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the 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**, his performance is deemed inadequate.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **SIX THOUSAND SIX HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** 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 **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

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Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** 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 to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

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

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, 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 **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit 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 material incident to said construction of improvements.

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

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. 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**.

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**.

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

North Orange, Section 3, Phase 1

THIS AGREEMENT executed on this 23rd day of July 2001, between **PLANNED COMMUNITIES, INC.** as evidenced by the **NORTH ORANGE SECTION 3, PHASE 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 7/10/01, 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. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** 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 year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the 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**, his performance is deemed inadequate.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance 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.

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If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FORTY-FIVE THOUSAND ONE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** 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 **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** 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 to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

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

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, 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 **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit 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 material incident to said construction of improvements.

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

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. 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**.

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**.

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

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

RESOLUTION NO. 01-767

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR HIGHLAND HILLS AT THE LAKES, SECTION 2; HIGHLAND LAKES NORTH, SECTION 7 AND WOODS ON SELDOM SEEN, PHASE III, SECTION 1:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following.

Highland Hills at the Lakes, Section 2

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2001 construction season.

In accordance with the Subdivider's Agreement, County Engineer recommend that the maintenance bond be set at **\$74,200** for the duration of the one-year maintenance period. A Letter of Credit in that amount is in place.

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Highland Lakes North, Section 7

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2001 construction season.

In accordance with the Subdivider's Agreement, County Engineer recommend that the maintenance bond be set at \$31,600 for the duration of the one-year maintenance period. A Letter of Credit in that amount is in place.

Woods on Seldom Seen, Phase III, Section 1

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. County Engineer is, therefore, estimated the remaining construction costs to be \$168,224 and two letters of credit totaling that amount are in place to cover the bonding of this project.

Vote on Motion Mr. Wuertz Absent Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-768

IN THE MATTER OF APPROVING THE RELEASE OF PERFORMANCE BOND FOR WORTHINGTON ROAD WIDENING:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the release of the bond:

In October 2000, Delaware County Commissioners entered into an Agreement with The Epcon Group for the above referenced project. This work has been completed to the satisfaction of this office and County Engineer is, therefore, requesting approval to return the Performance Bond in the amount of \$61,107, which was posted as surety for this work to the developer.

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Absent

RESOLUTION NO. 01-769

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

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following work permits:

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U010101	Suburban Natural Gas	Highland Hills at the Lakes Sect. 3	Lay gas main
U010102	Suburban Natural Gas	Medan Drive/Royal County Down	Lay gas main
U010103	Suburban Natural Gas	Dale Ford Road	Lay gas main
U010104	Suburban Natural Gas	Summerfield Village Section 2	Lay gas main
U010105	Suburban Natural Gas	Piatt Meadows Phase 2,2	Install gas main

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

RESOLUTION NO. 01-770

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND STILSON CONSULTING GROUP, LLC FOR ENGINEERING SERVICES FOR DESIGN FOR MAXTOWN ROAD/TUSSIC STREET ROAD AND MAXTOWN ROAD/SUNBURY ROAD INTERSECTIONS:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following agreement:

THIS AGREEMENT made on 23rd day of July 2001, between the COUNTY OF DELAWARE, 50 Channing Street, Delaware, Ohio 43015, referred to hereafter as OWNER, and STILSON CONSULTING GROUP, LLC, 7610 Olentangy River Road, Suite 200, Columbus, Ohio 43235, referred to hereinafter as ENGINEER, is for engineering services for the analysis and design of the Maxtown Road/ Tussic Street Road and Maxtown Road/ Sunbury Road Intersections.

PROJECT DESCRIPTION

This project is for the design of the above referenced intersections in Delaware County, Ohio. For each of the intersections a 3-lane curb & gutter section with full depth pavement is required. An enclosed drainage system is also part of the project. The enclosed drainage system is to eliminate the open ditches and provide for a positive flow drainage system. In addition to the above work a traffic signal warrant study for each of the intersections will be conducted and lane requirements determined.

The design of this project will be in accordance with the standards of the Ohio Department of Transportation and Delaware County. We will design this project using English units and the 1997 Ohio Department of

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Transportation, Construction and Materials Specifications.

SECTION 1 – SCOPE OF SERVICES OF ENGINEER

The ENGINEER shall provide services for the design of roadway plans for the construction of the above referenced intersections. These services will include:

1.1 SURVEYS

Stilson Consulting Group will establish a baseline for survey and construction staking purposes and perform all field surveys necessary to prepare plans and specifications. Surveys will include the following:

- Establish existing centerlines of the roadways
- Identify right-of-way lines
- Establish benchmarks
- Provide cross sections
- Identify utilities in the area from field markings as provided by the utility companies
- Topo identification
- Drainage surveys

1.2 TRAFFIC SIGNAL WARRANT STUDY

- Collect traffic volume data at the two intersections for signal warrant analysis
- Perform traffic signal warrant analysis for the two intersections
- Perform intersection capacity analysis to determine number of lanes required
- Present results and recommendations to the County

1.3 PRELIMINARY PLANS

Prepare preliminary plans through the Stage 1 for review by the County. The plans will include:

- Title sheet
- Typical sections
- Plan and profile sheets
- Cross sections

1.4 CONSTRUCTION DOCUMENTS

Upon approval of the preliminary plans by the County, ENGINEER, shall prepare final plans for construction of the project. The final plans will be prepared through State II for review by the County. On approval of the Stage II plans Stage III plans will be completed and submitted on mylar to the County. The construction documents will include the roadway plans and traffic signal plans (if authorized). The roadway plans will include:

- Title sheet
- Typical sections
- General notes
- General summaries
- Plan and profile sheets
- Cross sections
- Intersection details
- Signing and pavement marking plans
- Maintenance of traffic plans

Traffic signal plans will include: (If Authorized)

- Intersection layout
- Signal display schedule
- Signal timing
- Wiring diagrams
- Phasing diagrams
- Loop detection schedule
- Signal notes
- Signal general summary

Permanent Right-of-Way Plans are not part of this proposal

Descriptions and Exhibits for Temporary Right-of-Way will be prepared on a per each basis

1.5 CONSTRUCTION COST ESTIMATE

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Upon submittal of the Stage III plans a preliminary Construction Cost Estimate will be prepared and submitted. On completion of the construction documents, an estimate of probable construction cost will be prepared and submitted to the County.

SECTION 2 – ADDITIONAL SERVICES

No additional services are anticipated to be required to complete the project unless some unforeseen circumstances arise during the development of the project. ENGINEER shall not be entitled to any compensation for any work performed beyond the scope of this agreement unless prior to performing the services the ENGINEER has submitted a written proposal for such additional services, which shall specify the services to be performed, the compensation for the services, and the reason for performing said services. No services shall be performed until the OWNER has approved them in writing.

SECTION 3 – OWNER’S RESPONSIBILITIES

- 3.1** OWNER shall provide all criteria and full information as to OWNER’S requirements for the Project; designate a person to act with authority on OWNER’S behalf in respect to all aspects of the Project; examine and respond promptly to ENGINEER’S submissions; and give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the work.
- 3.2** OWNER shall also do the following and pay all costs incident thereto:
- A. Provide such legal, accounting, independent cost estimating and insurance counseling services as the OWNER determines may be required for the Project.
 - B. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and pay any review fees related to obtaining the approvals.
 - C. Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.

SECTION 4 – COMPENSATION

Payment for the services as outlined in **Section**, including survey and direct expenses, shall be a lump sum fee not to exceed **\$94,900.00**. Including the Basic Services as detailed in **Section 1** not to exceed \$78,000, if Authorized Signal Design, \$15,500.00 (2 each at \$7750), if Authorized Right-of-Way exhibits \$1,400.00 (5 each at \$280.00). Payment for these services will be invoiced monthly on a basis of percentage of completion.

SECTION 5 – MISCELLANEOUS

5.1 REUSE OF DOCUMENTS

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER’s or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at OWNER’s sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney’s fees arising out of or resulting there from. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

5.2 LATE PAYMENT

If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER’S invoice thereafter, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day, and in addition, ENGINEER may, after giving seven days’ written notice to OWNER, suspended services under this Agreement until ENGINEER has been paid in full all amounts due for services and expenses.

5.3 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days’ written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of termination.

5.4 SUCCESSOR AND ASSIGNS

- 5.4.1** OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

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5.4.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any right under or interest in (including, but without limitation, moneys that may become due to moneys that are due) this Agreement without the written consent of the other and to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors (at no additional cost to the OWNER), as ENGINEER may deem appropriate to assist ENGINEER in the performance of services hereunder.

5.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

ENGINEER hereby agrees to hold OWNER free and harmless from any and all claims for loss, damage, injury, liability, costs, expenses, judgments or decrees, resulting from any negligent acts or omissions of the ENGINEER, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing policies of the insurance.

SECTION 6 – SCHEDULE

The proposed schedule for the project after receiving authorization to proceed is **9 months**. The schedule is an estimate and is exclusive of review times by the OWNER and other agencies.

This Agreement constitutes the entire Agreement between OWNER and ENGINEER and supercedes all prior written or oral understandings between them in respect of the subject matter covered hereby. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement as of day and year first above written.

Vote on Motion Mr. Wuertz Absent Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-771

IN THE MATTER OF APPROVING THE GRANT AGREEMENT WITH OHIO PUBLIC WORKS COMMISSION FOR CONCORD ROAD CULVERT REPLACEMENT PROJECT:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve Grant Agreement with Ohio Public Works Commission in the amount of \$184,277 for Concord Road Culvert Replacement Project.

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Absent

RESOLUTION NO. 01-772

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN JOB AND FAMILY SERVICES, DEPARTMENT OF DELAWARE COUNTY COMMISSIONERS, AND DELAWARE JOINT VOCATIONAL SCHOOL CHILD CARE; DO DROP INN, INC.; MARY ZOELLER AND YMCA JOSEPHINUM CAMP FOR CHILD CARE SERVICES:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the contracts for child care:

Delaware Joint Vocational School Child Care 1610 St. Rt. 521 Delaware, Ohio 43015		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustments to Basic Rates
	Infant	\$ 95.00	\$63.65	Registration Fee - \$25.00
	Toddler	\$ 95.00	\$ 63.65	
	Preschool (M, W, F)	\$ 13.95		
	Preschool (T, TH)	\$ 9.30		
Do Drop Inn, Inc. 4333 G. Tuller Road Dublin, Ohio 43017	Infant	\$ 152.00	\$102.00	Registration Fee - \$25.00
	Toddler	\$ 131.00	\$ 88.00	
	Preschool	\$ 114.00	\$ 76.00	
	Schoolage	\$ 103.00	\$ 69.00	
Mary Zoeller		Rates Per Hour		
	Infant	\$ 2.05		

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	Toddler Preschool Schoolage	\$ 2.05 \$ 1.90 \$ 1.90		
YMCA Josephinum Camp 7625 North High Street Worthington, Ohio		Full Time (25 Hrs. or More)	Part Time Rates	Adjustments to Basic Rates
	All Camps	\$103.00	\$69.00	Registration Fee - \$25.00

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Absent

RESOLUTION NO. 01-773

IN THE MATTER OF APPROVING SERVICE CONTRACT BETWEEN DELAWARE COUNTY JOB AND FAMILY SERVICES, DEPARTMENT OF DELAWARE COUNTY COMMISSIONERS, AND HELPLINE OF DELAWARE AND MORROW COUNTIES:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the contract:

**PURCHASE OF SERVICE CONTRACT
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
HELPLINE OF DELAWARE & MORROW COUNTIES**

This Contract is made and entered into on the 1st day of July, 2001 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and the Helpline of Delaware & Morrow Counties, Inc., hereinafter referred to as "HELPLINE".

1. **PURPOSE OF CONTRACT:** The Kinship Navigator program was recommended by the Kinship Care Services Planning Council and is designed to provide information to kinship caregivers about community services and to assist them, when necessary, in accessing those services. The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and HELPLINE for the implementation of Kinship Navigator Services to kinship caregivers. Services being provided are detailed in the Kinship Navigator Program Plan.
2. **AGREEMENT PERIOD:** This Contract will be effective from July 1, 2001 through June 31, 2002, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period.
4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse the HELPLINE for actual costs for services outlined in the Kinship Navigator Program Plan document. Said reimbursement shall not exceed \$28,465. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the KINSHIP NAVIGATOR Program.

The HELPLINE agrees to submit a request for payment for services and operations costs to the DCDJFS on a monthly basis. The DCDJFS agrees to review the request for payment and authorize adjustments, if needed. The HELPLINE will perform monthly reconciliation of billings and will make adjustments within the subsequent month. Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).
5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDJFS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The HELPLINE must provide the DCDJFS with the appropriate information necessary to support the county's state and federal KINSHIP NAVIGATOR Program administrative requirements. HELPLINE will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDJFS will provide HELPLINE with necessary information regarding participants as specified in the Kinship Navigator Program Plan document.

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7. **SERVICE DELIVERY RECORDS:** The HELPLINE shall maintain records of services provided to KINSHIP NAVIGATOR eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** HELPLINE warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the HELPLINE agrees to repay the DCDJFS the amount entitled.
9. **FINANCIAL RECORDS:** The HELPLINE shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** HELPLINE shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, HELPLINE shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.
11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** HELPLINE agrees to, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of the HELPLINE.
12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** HELPLINE agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract

The HELPLINE agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.
13. The HELPLINE agrees to maintain compliance with state, federal and local regulations which govern the services provided under the KINSHIP NAVIGATOR Program. HELPLINE is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** HELPLINE and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or HELPLINE responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. **CIVIL RIGHTS:** DCDJFS and HELPLINE agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
16. **FAIR HEARING:** DCDJFS is responsible for fulfilling responsibilities relative to KINSHIP NAVIGATOR participants appeal and state hearings in accordance with State Regulations. The HELPLINE and its Providers, agents, etc. shall be under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.
17. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgments, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability, suits, losses, judgments, damages or other demands, which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.

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- 18. **RESPONSIBILITIES OF DCDJFS:** Pursuant to the Director of the Ohio Department of Job and Family Services (ODJFS) and by designation of the Delaware County Board of Commissioners the DCDJFS is responsible for administration of the KINSHIP NAVIGATOR Program in the County of Delaware, in the State of Ohio; furthermore, DCDJFS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the KINSHIP NAVIGATOR Funds.
- 19. **PERFORMANCE STANDARDS:** ODJFS requires that the program include core services which must be incorporated in a plan prepared in conjunction with the Delaware County Family and Children First Council and approved by ODJFS.
- 20. **MONITORING AND EVALUATION:** DCDJFS and HELPLINE will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluated the extent to which the program/services are being achieved.
- 21. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.
- 22. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:
 - 1. The quality or extent of purchased services furnished by provider has been reduced or improved.
 - 2. The maximum unit rate has varied significantly from actual cost.
 - 3. The provider fails to meet the necessary state and federal licensing requirements.
- 23. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
- 24. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by the Ohio Department of Human Services, through the Delaware County Commissioners and the DCDJFS.
- 25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The HELPLINE agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
- 26. **DRUG-FREE WORKPLACE:** The HELPLINE certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

RESOLUTION NO. 01-774

IN THE MATTER OF APPROVING SANITARY SUBDIVIDER'S AGREEMENT FOR MURPHY PARK SECTIONS 2 & 3; GRAND OAK SECTION 1; SCIOTO RESERVE, SECTION 4, PHASE 7; GOLF VILLAGE SECTION 3, PHASES 1 & 2; GRAND OAK CONDOMINIUMS SANITARY SEWER IMPROVEMENTS; AND DRUG MART AND RETAIL STORES:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve Sanitary Subdivider's Agreement:

Murphy Park, Sections 2 & 3

THIS AGREEMENT executed on this 23 day of July 2001, by and between ROCKFORD HOMES, INC SUBDIVIDER as evidenced by the MURPHY PARK, SECTIONS 2 & 3 and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$179,950.00 representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 61 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY

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SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$112,075.00) 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. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$7,850.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his 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 employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an Affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

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

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible

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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.

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.

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

Grand Oak, Section 1

THIS AGREEMENT executed on this 23 day of July 2001, by and between CENTEX HOMES, INC SUBDIVIDER as evidenced by the GRAND OAK, SECTIONS 1 & 2 and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$2000,600.00 representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 68 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$279,467.57) 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. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$19,600.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his 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 employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an Affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

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

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

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

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.

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

Scioto Reserve Section 4, Phase 7

THIS AGREEMENT executed on this 23 day of July 2001, by and between HOMEWOOD CORPORATION SUBDIVIDER, as evidenced by the SCIOTO RESERVE SECTION 4, PHASE 7 and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$160,000.00) 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. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$11,200.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his 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 employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

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INSPECTOR \$60.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an Affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

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

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

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

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.

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

Golf Village Section 3, Phases 1 & 2

THIS AGREEMENT executed on this 23 day of July 2001, by and between CENTEX HOMES, INC. SUBDIVIDER, as evidenced by the GOLF VILLAGE, SECTION 3, PHASES 1 & 2 and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit: The SUBDIVIDER shall upon executing this AGREEMENT be credited by DELAWARE COUNTY SANITARY ENGINEER one hundred percent (100%) of the capacity charges then in effect for each single family residential connection, for 57 equivalent single family residential connections.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$194,732.00) 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. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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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, his performance is deemed inadequate.

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$13,600.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his 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 employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an Affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

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

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

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

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.

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

Grand Oak Condominiums Sanitary Sewer Improvements

THIS AGREEMENT executed on this 23 day of July 2001, by and between CENTEX HOMES, INC. SUBDIVIDER, as evidenced by the GRAND OAK CONDOMINIUMS SANITARY SEWER IMPROVEMENTS and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of

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which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$212,678.16) 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. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$14,900.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his 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 employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an Affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

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

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

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

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the

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SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

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

Drug Mart and Retail Stores

THIS AGREEMENT executed on this 23 day of July 2001, by and between POLARIS COMPANY, LLC SUBDIVIDER, as evidenced by the DRUG MART AND RETAIL STORES and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$103,397.00) 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. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$4,244.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his 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 employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

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

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an Affidavit that all material and labor costs

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have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

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

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

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

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.

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

Vote on Motion Mr. Wuertz Absent Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-775

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN VILLAGES OF OAK CREEK, PHASE 10, PARTS A & B; HIGHLAND LAKES EAST SECTION 11, PHASES 4& 5; SCIOTO RESERVE SECTION 4, PHASE 4; SUMMERFIELD VILLAGE SECTION 2, PHASE 2; PIATT MEADOWS SECTION 2, PHASES 2 & 3:

It was moved by Mrs. Martin, seconded by Mr. Ward to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Villages of Oak Creek		
Phase 10 Parts A&B	448 feet of 8 inch sewer	
	2, 565 feet of 10 inch sewer	13 manholes
Highland Lakes East		
Section 11, Phases 4&5	1,715 feet of 8 inch sewer	
	605 feet of 12 inch sewer	11 manholes
Scioto Reserve Section 4		
Phase 4	796 feet of 8 inch sewer	
	1,126 feet of 10 inch sewer	8 manholes
Summerfield Village Section 2		
Phase 2	1,092 feet of 8 inch sewer	7 manholes
Piatt Meadows Section 2		
Phases 2 & 3	1,206 feet of 8 inch sewer	
	160 feet of 12 inch sewer	5 manholes

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Absent

RESOLUTION NO. 01-776

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR INSULATION AT THE SCIOTO RESERVE WASTEWATER TREATMENT PLANT:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve specifications and set bid opening date and time for

Monday August 20, 2001, at 2:00 PM.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

RESOLUTION NO. 01-777

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following:

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Stacy Hyatt has accepted the Account Clerk II position for OECC; effective date of hire is July 24, 2001.

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Absent

RESOLUTION NO. 01-778

IN THE MATTER OF APPROVING THE REQUEST FROM ADULT PROBATION TO MARK THE DEPARTMENT USED CRUISERS TO ACKNOWLEDGE THEIR PRESENCE TO THE PUBLIC:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the Adult Probation request to “mark” their used cruisers to acknowledge their presence to the public. The project would be paid out of the supervision fee fund. This is the monthly \$10.00 fee each offender is required to pay.

Vote on Motion Mr. Wuertz Absent Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-779

IN THE MATTER OF APPROVING THE ANNUAL RECLAIM OHIO PROGRAM PLAN FOR FY 2002:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the annual Reclaim Ohio Program Plan for the FY 2002.

Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Absent

RESOLUTION NO. 01-780

IN THE MATTER OF APPROVING CONTRACTS WITH AIR EXPERTS, LLC (HVAC); KIRK WILLIAMS COMPANY, INC (PLUMBING); SELLERS ELECTRIC, INC. (ELECTRICAL); GREENSCAPES LANDSCAPE CO. INC. (LANDSCAPING) FOR THE NEW SERVICES BUILDING:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following contracts:

Air Experts, LLC

This Contract made by and between:

**Air Experts, LLC
147 Lake Street
Delaware, OH 43015**

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”).

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents for:

**Bid Package Twenty – HVAC
Delaware County Services Building
124-148 North Sandusky Street
Delaware, Ohio 43015**

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, Five Hundred Seventy Four Thousand, One Hundred Thirty dollars (\$574,130), based upon the Bid Form, dated June 1, 2001 submitted by the Contractor.

***\$ 574,130Base Bid
No change in Cost Alternate for Trane Controls accepted
Total Contract Amount \$ 574,130***

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

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ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or *before*

- 11/19/2001 - Completion of Building Temperature and Humidity Control for finish trade Contractors to install work per temperature and humidity specifications
- 3/06/2002 - Substantial completion for all Bid package Contracts
- 4/10/2002 – Completion of all Architects Prepared Punch list Items

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed on or before the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 To \$50,000	\$ 150.00
More than \$50,000 to \$150,000	\$ 250.00
More than \$150,000 to \$500,000	\$ 500.00
More than \$500,000 to \$2,000,000	\$1,000.00
More than \$2,000,000 to \$5,000,000	\$2,000.00
More than \$5,000,000 to \$10,000,000	\$2,500.00
More than \$10,000,000	\$3,000.00

ARTICLE 4

- 4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

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ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Kirk Williams Company, Inc.

This Contract made by and between:

**Kirk Williams Company, Inc.
2734 Home Road
P. O. Box 189
Grove City, OH 43123**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

- 1.2 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents for:

**Bid Package Twenty-one – PLUMBING
Delaware County Services Building
124-148 North Sandusky Street
Delaware, Ohio 43015**

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, One Hundred Seventy Nine Thousand dollars (\$179,000), based upon the Bid Form, dated June 1, 2001 submitted by the Contractor.

***\$ 179,000 Base Bid
no alternates accepted
Total Contract Amount \$ 179,000***

- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or *before*

Substantial Completion for all Bid Package Contracts	3/6/2002
Completion of all Architects Prepared Punch list Items	4/10/2002

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed on or before the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

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3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 To \$50,000	\$ 150.00
More than \$50,000 to \$150,000	\$ 250.00
More than \$150,000 to \$500,000	\$ 500.00
More than \$500,000 to \$2,000,000	\$1,000.00
More than \$2,000,000 to \$5,000,000	\$2,000.00
More than \$5,000,000 to \$10,000,000	\$2,500.00
More than \$10,000,000	\$3,000.00

ARTICLE 4

- 4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6

- 6.2 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Sellers Electric Company, Inc.

This Contract made by and between:

**Sellers Electric Company, Inc.
P. O. Box 347
Lewis Center, OH 43015**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

- 1.3 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents for:

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Bid Package Twenty- three – Electrical
Delaware County Services Building
124-148 North Sandusky Street
Delaware, Ohio 43015

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, Five Hundred Ninety Six Thousand, Three Hundred dollars (\$596,300), based upon the Bid Form, dated June 1, 2001 submitted by the Contractor.

599,300 Base Bid
(\$ 3,000) deductive Alternate accepted
Total Contract Amount \$ 596,300

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or *before*

Permanent Electric	9/30/2001
Substantial Completion for all Bid Package Contracts	3/6/2002
Completion of all Architects Prepared Punch list Items	4/10/2002

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed on or before the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 To \$50,000	\$ 150.00
More than \$50,000 to \$150,000	\$ 250.00
More than \$150,000 to \$500,000	\$ 500.00
More than \$500,000 to \$2,000,000	\$1,000.00
More than \$2,000,000 to \$5,000,000	\$2,000.00
More than \$5,000,000 to \$10,000,000	\$2,500.00
More than \$10,000,000	\$3,000.00

ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of

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the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6

- 6.3 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Greenscapes Landscape Co. Inc.

This Contract made by and between:

**Greenscapes Landscape Co, Inc.
4220 Winchester Pike
Columbus, OH 43232**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents for:

**Bid Package Eight – LANDSCAPING
Delaware County Services Building
124-148 North Sandusky Street
Delaware, Ohio 43015**

ARTICLE 2

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of One Hundred Seventy-two Thousand, Nine Hundred Fifty-one dollars (\$172, 951), based upon the Bid Form, dated May 11, 2001 submitted by the Contractor.

***\$172,951 Base Bid
no alternates awarded
Total Contract Amount \$172,951***

- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or *before*

Substantial Completion for all Bid Package Contracts	3/6/2002
Completion of all Architects Prepared Punch list Items	4/10/2002

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unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed on or before the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 **LIQUIDATED DAMAGES**

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 To \$50,000	\$ 150.00
More than \$50,000 to \$150,000	\$ 250.00
More than \$150,000 to \$500,000	\$ 500.00
More than \$500,000 to \$2,000,000	\$1,000.00
More than \$2,000,000 to \$5,000,000	\$2,000.00
More than \$5,000,000 to \$10,000,000	\$2,500.00
More than \$10,000,000	\$3,000.00

ARTICLE 4

- 4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6

- 6.4 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

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There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners