

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2001

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

Present: Deborah Martin, Donald Wuertz Mr. Ward was absent

PUBLIC COMMENT – Discussed Farmland Preservation – Ms. Rhonda Leasure thanked the Commissioners for Health Fair and the fine Health Care Insurance provided by the county.

RESOLUTION NO. 01-572

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETINGS HELD MAY 29 AND MAY 31, 2001:

It was moved by Mr. Wuertz , seconded by Mrs. Martin dispense with the reading of the minutes and resolutions of the regular meetings held May 29 and May 31, 2001, and to approve resolutions and minutes as submitted.

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

RESOLUTION NO. 01-573

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 306303 THROUGH 306643:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants numbered 306303 through 306643 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>
1P04351	Dale Wilgus, Treasurer	Fort Defiance Const. Retainage for Alum Creek Facility	3590-4020	\$ 17,603.32
1B09718	Various Vendors	Gateway Comp. & Printers	0020-4105	\$ 9,641.00
1B03148	RCC Consultants, Inc.	Radio Frequency analysis	9110-4120	\$ 18,000.00
		Radio Frequency analysis	0265-4120	\$ 18,000.00
1P09772	McMillen Paving and Sealing, Inc.	Asphalt Pavement Construction	0020-4012	\$ 12,185.00

INCREASE

1B01712	Burgess & Niple	Inspection/Various Subdivisions for Sewer	3510-2005	\$ 100,000.00
1B04754	Prudential Group Life	Long Term Disability Ins. Premium	0300-2506	\$ 35,000.00

Vouchers

1B04754	Prudential Group Life	Long Term disability Ins.	0300-2506	\$ 5,180.87
1B06671	Metro Telecom Services	1990 Ford Mobile Command Vehicle	1010-4130	\$ 14,332.00
1P09643	Village of Sunbury	Sunbury ADA Project	0099-2015	\$ 19,000.00

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

RESOLUTION NO. 01-574

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Facilities is requesting that Jon Melvin attend the Fujitsu Regional User Group Conference at Cleveland on June 19, 2001, at no cost.

Emergency Services is requesting that nine full-time Paramedics attend the Advanced Cardiac Life Support Retrain Course at Grady Memorial Hospital on June 7 through June 14, 2001, in the amount of \$375.00.

Emergency Services is requesting that John Tracy and Bill Barks attend the EMS Technology 2001 Seminar at Austin, Texas on August 16 through August 19, 2001, in the amount of \$2,810.00

OECC is requesting that Jason Watts attend the Instrumentation & Process Control Seminar at Columbus on June 26 through June 28, 2001, in the amount of \$1,295.00.

Code Compliance is requesting that Bill Shively attend the County Prosecutor's Zoning Seminar at Delaware, Ohio on June 13, 2001, in the amount of \$18.35.

OECC is requesting that Lyndon Johnson attend the OWEA Annual Conference at Dayton on June 25 through June 28, 2001, in the amount of \$220.00.

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2001

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

RESOLUTION NO. 01-575

IN THE MATTER OF APPROVING A RECOMMENDATION FOR ACQUIRING TELEPHONE DATA CIRCUITS BETWEEN THE SHERIFF'S OFFICE AND THE COUNTY EMERGENCY COMMUNICATIONS CENTER TO FACILITATE JOINT OPERATIONS.

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

WHEREAS, a data line connection between the Sheriff's Office and the Delaware County Emergency Communications Center is required to provide radio channel control and selection between the two facilities, and

WHEREAS, the existing fiber optic lines between the facilities would require specialized equipment for modulating the radio signals that might not be compatible with the planned new single countywide communications system, and

WHEREAS, the cost of the recommended hardwire telephone circuits between the two facilities is the same as the cost for specialized equipment;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the recommendation to acquire telephone data circuits from Verizon between the Sheriff's Office and the Emergency Communications Center to facilitate the radio communications control necessary to allow seamless radio operations between the two agencies from a single location at a cost of \$10,706.00.

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 01-576

IN THE MATTER OF SETTING DATE AND TIME FOR COUNTY'S FY 2001 CDBG PROGRAM PUBLIC HEARING # 2:

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

Whereas, a public hearing will be held on **Monday, July 2, 2001, at 7:20 PM** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is needed to consider the application for the FY 2001 CDBG Program.

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

RESOLUTION NO. 01-577

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING TO EXPAND THE CHIP ELIGIBILITY AREA FROM THE CURRENT SELECTED TARGET AREAS TO A COUNTY-WIDE AREA:

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

Whereas, a public hearing will be held on **Monday, June 25, 2001, at 9:20 AM** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio.

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

RESOLUTION NO. 01-578

IN THE MATTER OF AUTHORIZING THE AWARDING OF A CONTRACT FOR THE DELAWARE COUNTY FISCAL YEAR 1999 COMMUNITY HOUSING IMPROVEMENT PROGRAM FOR HOUSING REHABILITATION SPECIALIST AND ADMINISTRATIVE CONSULTING SERVICES:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to authorize the following:

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program and HOME Investment Partnership program; and

WHEREAS, the Delaware County Community Housing Improvement Program (CHIP) is one such program receiving financial assistance under the CDBG and HOME programs for the purpose of addressing local housing needs throughout Delaware County; and

WHEREAS, Delaware County applied for and was approved for grant funding under the CDBG CHIP for Fiscal Year

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2001

1999; and

WHEREAS, after review of the results of the FY 99 CHIP grant, and approval of an extension of the grant period by the Ohio Department of Development, the Board of County Commissioners desire to seek a new consulting firm to administer the FY99 CHIP grant; and

WHEREAS, Pappert Housing Inspection, Inc. has submitted qualifications and a proposal to provide housing rehabilitation and administrative consulting services to assist the County to complete the FY99 CHIP.

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

Section 1. That the Delaware County Board of Commissioners determine that on the basis of price and experience and the proposal submitted, Pappert Housing Inspection, Inc. submitted the lowest and best bid to provide housing rehabilitation and administrative consulting services for the FY99 CHIP.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an agreement concurring in the awarding of a contract for housing rehabilitation and administrative consulting services with Pappert Housing Inspection, Inc. for the FY99 CHIP in an amount not to exceed Eighteen Thousand Five Hundred Dollars (\$18,500.00)

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 01-579

IN THE MATTER OF AUTHORIZING THE DELAWARE COUNTY COMMISSIONERS TO AMEND AN AGREEMENT WITH THE DELAWARE COUNTY HABITAT FOR HUMANITY CONSISTENT WITH THE DELAWARE COUNTY FY 1999 COMMUNITY HOUSING IMPROVEMENT PROGRAM:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to authorize the following:

WHEREAS, the State of Ohio, Department of Development (ODOD), provides financial assistance to local governments under the Community Development Block Grant (CDBG) program and the Ohio Housing Trust Fund (OHTF) for the purpose of addressing local housing needs for low income households countywide; and

WHEREAS, Delaware County has been awarded FY 99 Community Housing Improvement Program (CHIP) funding by ODOD, consisting of CDBG and OHTF funds for the purpose of implementing a New Construction Program in coordination with Delaware County Habitat for Humanity (Habitat) to assist eligible low income households; and

WHEREAS, a Letter of Agreement was entered into on February 7, 2000 by and between Delaware County and Delaware County Habitat for Humanity setting forth the general terms and conditions for the County and Habitat in the undertaking of a joint new housing construction program; and

WHEREAS, the Letter of Agreement has an expiration date of May 31, 2001, and the State of Ohio Department of Development has granted an extension to the FY99 CHIP to November 30, 2001; and

WHEREAS, certain modifications to the Letter of Agreement are necessary to permit continued CHIP assistance with the new housing construction program consistent with these amendments.

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

SECTION I. That the Delaware County Board of Commissioners agree to extend the expiration date of the Letter of Agreement to November 30, 2001 consistent with the extension approved by ODOD.

SECTION II. That the Letter of Agreement be further amended to allow for the reimbursement of the cost of demolition, utility hook-up fees and service fees directly related to the construction of CHIP funded Habitat units under the CHIP.

SECTION III. That the Letter of Agreement, as amended, sets forth the basic program guidelines and requirements for the respective parties to jointly undertake the New Construction Program.

SECTION IV. That the Board of Commissioners authorizes the President of the Board to execute this agreement.

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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2001**

RESOLUTION NO. 01-580

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY PAUL ZERNIS GENERAL CONTRACTING FOR FY99 CHIP PRIVATE HOUSING REHABILITATION:

It was moved by Mr. Wuertz , seconded by Mrs. Martin to accept and award the following:

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program and HOME Investment Partnership program; and

WHEREAS, the Delaware County Community Housing Improvement Program (CHIP) is one such program receiving financial assistance under the CDBG and HOME programs for the purpose of addressing local housing needs throughout Delaware County; and

WHEREAS, Delaware County applied for and was approved for grant funding under the CDBG CHIP for Fiscal Year 1999; and

WHEREAS, Private Housing Rehabilitation is an eligible activity under the FY99 CHIP; and

WHEREAS, Paul Zernis General Contracting, Inc., 4700 N. County Line Road, Sunbury, Ohio has submitted a bid to perform housing rehabilitation construction services at the residential property owned by Carolyn Conley located at 320 Fairview Drive, Sunbury, Ohio in the amount of \$35,920.00 consistent with the requirements of the Delaware County FY99 CHIP.

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

Section 1. That the Delaware County Board of Commissioners determine that on the basis of price and experience, Paul Zernis General Contracting, Inc. has submitted the lowest and best bid to provide housing rehabilitation construction services for the FY99 CHIP consistent with the approved plans and specifications for the rehabilitation of the property located at 320 Fairview Drive, Sunbury, Ohio.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an agreement concurring in the awarding of a contract for housing rehabilitation construction services with Paul Zernis General Contracting, Inc. for the FY99 CHIP in the amount of Thirty-Five Thousand Nine Hundred Twenty Dollars (\$35,920.00)

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

This Agreement, made and entered into this 7th day of June 2001, by and between Carolyn Conley (Owners) and Paul Zernis General Contracting (Contractor), for a Deferred Loan to the owner for rehabilitation work to be accomplished by the Contractor to the Owner's property located at 320 Fairview Drive, Sunbury, Ohio 43074.

OWNER AGREES:

1. I agree to the Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance for the amount of \$35,920.00 in the form of a deferred loan at 0% interest, only payable according to the terms of the Promissory Note, Truth-In-Lending Statement and Mortgage Document.
2. I agree to adhere to the Terms and Conditions for Owners Receiving Housing Rehabilitation Assistance and agree to engage the Contractor to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications.
3. I instruct the Contractor to proceed work as of a date to be determined later unless I, as Owner, exercise my Right of Recession.
4. I agree to authorize the CHIP 99 CDBG Program to compensate the Contractor in the amount of \$35,920.00 for rehabilitation work which is satisfactorily completed and for which a Certificate of Completion is issued by the CHIP 99 CDBG Program. Compensation will be made in accordance with the method and schedule of payment shown below in Item 8.

CONTRACTOR AGREES:

5. I agree to perform the services and supply the materials in accordance with the Contractor Terms and Conditions and Exhibit "A" - Work Specifications for a total price of \$ 35,920.00.

OWNER AND CONTRACTOR AGREE:

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JUNE 7, 2001

- 6. We agree that the work described is all of the work to be completed by the Contractor under this Agreement. Any changes in the Work Specifications or this Agreement must be approved by **written Change Order before** any work is started, and signed by the Owner, Contractor and CHIP CDBG Inspector.
- 7. We agree not to make any "side agreements" or to arrange for any work or services not covered by this contract or subsequent Change Orders until all work under this Agreement is completed, approved and paid.

8. **METHOD OF PAYMENT.** We agree to the following payment schedule:

Schedule A: Payment in full, within 30 days, upon satisfactory completion of the entire rehabilitation work contained in the contract.

Schedule B: Progress Payment based on the compensation stated in this Agreement, and Contractor Terms and Conditions according to the following scheduled stages of satisfactory completion:

Payment Number	Percentage of Work Completed	Payment Amount (% of Total Cost)
1	50%	45% = \$16,164.00
2	100%	45% = \$16,164.00
10% Retainage	100% & 30 Days	10% = \$ 3,592.00

Any payments are subject to satisfactory intermediate and final inspections by the CHIP CDBG Inspector. Moreover, a Certificate of Completion must be signed by the CDBG Inspector prior to Final Payment. If the CDBG Inspector and Owner deem necessary to correct work not accomplished in accordance with this Agreement and Exhibit "A" - Work Specifications, an equitable deduction from this Agreement, Section 5, and my itemized bid based solely on the judgment of the CDBG Inspector, shall be made.

- 9. Disputes. We agree that the CHIP 99 CDBG Program shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of this Agreement and Attachments or Exhibits. The CDBG Program's decision in matters relating to the quality of work performed shall be final within the terms of this Agreement and the "Arbitration" section of the Contractor Terms and Conditions.
- 10. Non-Liability of County. The Owner and Contractor agree to hold the CDBG Staff and/or Consultants harmless for any damages relating to the accomplishment of rehabilitation work and execution of the Contract.
- 11. Defects After Completion. The Contractor shall warranty the rehabilitation work performed for a period of twelve (12) months from the date of the Owner Satisfaction Statement of all rehabilitation work required by this Agreement, "One Year Warranty" section of the Contractor Terms and Conditions and Exhibit "A" Work Specifications.
- 12. Termination for Cause. The Owner and CHIP CDBG Specialist shall have the right to declare the Contractor at default in performance of the Contractor's obligations under this Agreement, the "Termination for Cause" section of the Contractor Terms and Conditions which state the grounds, procedures and provisions for termination.
- 13. We have examined this Agreement, Exhibit "A" - Work Specifications, Terms and Conditions for Owners Accepting Housing Rehabilitation Assistance and the Contractor Terms and Conditions. All rehabilitation work shall be completed in accordance with these specifications and Terms and Conditions within 60 days after the date of this Agreement. The expected date for the completion of all rehabilitation work outlined in Exhibit "A" - Work Specifications and covered under this Agreement is not later than _____.
- 14. The Contractor shall furnish the Owner an affidavit and Satisfactory Release of Liens by all subcontractors, laborers and material suppliers for all completed rehab work and installed materials prior to Final Payment.

The said parties for themselves their heirs, successors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2001

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

RESOLUTION NO. 01-581

IN THE MATTER OF EXECUTION OF THE PARTNERSHIP AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS AND THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES:

It was moved by Mr. Wuertz , seconded by Mrs. Martin to execute the following agreement.

WHEREAS, Ohio Revised Code § 307.98, 5101.21 and 6301.05 requires that the Board of Commissioners enter into a Partnership Agreement with the Ohio Department of Job and Family Services in accordance with Revised Code; and,

WHEREAS, the purpose of this Agreement is to create the appropriate environment for ODJFS and the Commissioners to work together as partners to enhance the delivery of the Ohio Works First, Prevention, Retention and Contingency, workforce development programs and the administration of these programs by county agencies addressed by this Partnership Agreement; and

WHEREAS, this Agreement and the Plans adopted under Article III set forth the Board’s intent to meet federal and state requirements and the Board’s aspirations for contributing to skilled, healthy Ohioans, successful businesses and strong communities; and

NOW THEREFORE BE IT RESOLVED that the Board, hereby, adopts and authorizes the execution of the Partnership Agreement between the Board of Commissioners and the Ohio Department of Job and Family Services to be effective from July 1, 2001, through June 30, 2003.

Agreement available for review at the Commissioners Office.

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

RESOLUTION NO. 01-582

IN THE MATTER OF EXECUTING A RENEWAL AGREEMENT WITH THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION (CCAOSC) FOR PARTICIPATION IN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS COMPENSATION GROUP RATING PLAN:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to execute the renewal agreement:

Whereas, The Board of Commissioners of Delaware County has participated in the County Commissioners Association of Ohio Workers Compensation Group Rating Plan since 1994, and

Whereas, Delaware County has realized significant savings annually, and estimates savings of \$62,982 in plan year 2002,

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, to execute a renewal agreement with the County Commissioners Association of Ohio Service Corporation for participation in the County Commissioners Association Of Ohio Workers Compensation Group Rating Plan for plan year 2002.

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

RESOLUTION NO. 01-583

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Deanna Slone is being promoted from Accounting Clerk II to Income Maintenance Worker III for Job and Family Services; effective date of promotion is June 11, 2001.

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

RESOLUTION NO. 01-584

IN THE MATTER OF APPROVING THE SANITARY SEWER PLAN FOR GOLF VILLAGE, SECTION 9, PHASE 1:

It was moved by Mr. Wuertz , seconded by Mrs. Martin to approve sanitary sewer plan for Golf Village, Section

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2001

9, Phase 1 submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 01-585

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES:

It was moved by Mr. Wuertz , seconded by Mrs. Martin to certify the Sanitary Sewer Capacity Charges as follows:

7911 Bale Kenyon Road, Lewis Center, Ohio 43035

In the amount of \$5,900.00 with \$2,215.91 finance charge (pro-rated over a 10 year period) making total of \$8,115.91 for placement on tax duplicate. Bi-annual payment being \$405.80.

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

RESOLUTION NO. 01-586

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS SHERBROOK, PHASE 10; SHERBROOK, PHASE 9; NORTH ORANGE, SECTION 3, PHASE 1; GOLF VILLAGE, SECTION 9, PHASE 1; AND EAGLE TRACE, SECTION 2, PARTS 1 AND 2:

It was moved by Mr. Wuertz , seconded by Mrs. Martin to approve the subdivider’s agreements:

Sherbrook, Phase 10

THIS AGREEMENT executed on this 7th day of June 2001, by and between MI SCHOTTENSTEIN HOMES, INC SUBDIVIDER, as evidenced by the SHERBROOK PHASE 10 Subdivision Plat 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 and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$135,700.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 46 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 (\$78,450.00) 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 \$4,000.00, 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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2001**

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.

Sherbrook, Phase 9

THIS AGREEMENT executed on this 7th day of June 2001, by and between MI SCHOTTENSTEIN HOMES, INC SUBDIVIDER, as evidenced by the SHERBROOK PHASE 9 Subdivision Plat 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 and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$153,400.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 52 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 (\$161,350.00) 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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2001**

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 \$8,100.00, 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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2001**

herein and as shown on the approved plans.

North Orange, Section 3, Phase 1

THIS AGREEMENT executed on this 7th day of June 2001, by and between **Planned Communities, Inc.**, SUBDIVIDER, as evidenced by the **North Orange, Section 3, Phase 1** Subdivision Plat 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 and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$132,750.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **45** 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 (**\$209,807.10**) 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 **\$14,700.00**, 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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2001**

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 9, Phase 1

THIS AGREEMENT executed on this 7th day of June 2001, by and between **Triangle Real Estate, Inc.**, SUBDIVIDER, as evidenced by the **Golf Village, Section 9, Phase 1** Subdivision Plat 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 and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$109,150.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **37** 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 (**\$260,582.20**) 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 **\$18,300.00**, 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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2001**

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.

Eagle Trace, Section 2, Parts 1 & 2

THIS AGREEMENT executed on this 7th day of June 2001, by and between **Centex Homes, Inc.**, SUBDIVIDER, as evidenced by the **Eagle Trace, Section 2, Parts 1 and 2 Subdivision Plat** 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 and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$202,200.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of \$420.00 for each single family residential connection, for **60** 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 (**\$163,016.05**) 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

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2001**

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 \$11,400.00, 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.

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JUNE 7, 2001

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

RESOLUTION NO. 01-587

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND GANNETT FLEMING ENGINEERS AND ARCHITECTS FOR THE ALUM CREEK WATER RECLAMATION FACILITY PUMP STATION, MAINTENANCE FACILITY, ON INFLUENT PIPELINE AND EFFLUENT PIPELINE:

It was moved by Mr. Wuertz, seconded by Mrs. .Martin to approve the amendment:

Whereas, the duration of the construction of the various facilities under the Agreement has been extended, and

Whereas, the scope of the project contemplated under the Agreement has been modified,

Whereas, the Parties hereto agree to amend the Agreement as follows.

* Article 5.2 – The duration of services under the Agreement shall be extended by 263 calendar days to December 1, 2001.

* Article 8.1 – the not-to-exceed amount for total billings shall be increased from \$3,500,000.00 to \$3,910,000.00.

Except as specifically modified herein above, all other terms and conditions set forth in the Agreement shall remain in effect.

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

RESOLUTION NO. 01-588

IN THE MATTER OF APPROVING THE AMENDMENT TO THE SUBDIVIDER’S AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND NHG DEVELOPMENT GROUP, LTD (TARTAN FIELDS):

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

THIS AMENDMENT TO SUBDIVIDER’S AGREEMENT (the “Amendment”) is entered into on the 11 day of June, 2001 by and between **NHG DEVELOPMENT GROUP, LTD.**, an Ohio limited liability company (“NHG”), and **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, (“Delaware County”), who hereby agree as follows:

1. **Recitals.** Delaware County and NHG are parties to the Subdivider’s Agreement dated March 17, 1997 (the “Agreement”) governing the sanitary wastewater reclamation, refuse system and treatment facility (the “Treatment Plant”) for the Tartan Fields Golf club Community Subdivision (“tartan Fields”). Pursuant to the Agreement, NHG paid for the initial construction of the Treatment Plant. NHG is completing the development and sale of the remaining lots and improvements in the Tartan Fields. Pursuant to the Agreement, Delaware County has agreed to provide NHG with sanitary sewer connections to the Treatment Plant for Tartan Fields and related improvements. The Treatment Plant consists of four VOLCANO sand filters manufactured by Lighthouse Separation Systems and installed by American Waste Water Industries (the “VOLCANO Filters”). In accordance with the Agreement, NHG completed construction of the Treatment Plant, and turned over the Treatment Plant to Delaware County for operation and maintenance in October, 1999. Delaware County, by and through the Delaware County Sanitary Engineer, accepted the Treatment Plant as of November 12, 1999, and assumed responsibility for operation and maintenance of the Treatment Plant. A dispute has arisen between NHG and Delaware County concerning the proper operation of the VOLCANO Filters in the Treatment Plant, and the responsibility of NHG or its subcontractor for repair or replacement of the VOLCANO Filters used in the Treatment Plant. Delaware County and NHG have agreed to resolve the dispute pursuant to the terms of this Agreement.

2. **Replacement of VOLCANO Filters.** NHG agrees to pay for the replacement of the VOLCANO Filters with four (4) new Mack Rapid Sand filters in accordance with the specifications attached hereto as Exhibit “A”. NHG shall engage Mack Industries, Inc. as the contractor to install the Mack Rapid Sand Filters and the contractor shall provide a one-year warranty for labor and materials. The Delaware County Sanitary Engineer will be responsible for supervising the removal of the VOLCANO Filters and the installation of the Mack Rapid Sand Filters, and NHG shall not be involved in this process and assumes no responsibility for such project other than responsibility to pay for the installation of the new filters. NHG shall cause the contractor to assign the one year warranty for the new Mack Rapid Sand Filters to Delaware County upon completion of the removal of the VOLCANO Sand Filters and the installation and operation of the Mack Rapid Sand Filters.

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 7, 2001

3. **Acceptance of New Filters.** Delaware County agrees to accept the Mack Rapid Sand Filters in replacement of the VOLCANO Filters once installation is completed, and Delaware County will thereafter assume all responsibility for the maintenance, repair, operation and future replacement for the Mack Rapid Sand Filters. Accordingly, Delaware County acknowledges and agrees that NHG shall have no further responsibility or liability to Delaware County under the Agreement or otherwise for the Treatment Plant once NHG pays for the installation of the new Mack Sand Filters in accordance with the terms of this Agreement.

4. **Entire Agreement: Ratification.** This Amendment and the Agreement constitutes the entire agreement between the parties relating to the subject matter stated in this Amendment, and the parties acknowledge there have been no representations, either expressed or implied, outside the terms of this Amendment to induce them to enter into this Amendment. NHG and Delaware County acknowledge that the Agreement, as modified by this Amendment, is hereby ratified and in full force and effect.

5. **Signatures.** The parties have caused their authorized representatives to execute this Amendment, in one or more counterparts, on the dates set forth.

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

RESOLUTION NO. 01-589

IN THE MATTER OF ACCEPTING AND AWARDING THE BIDS SUBMITTED FOR BID PACKAGE EIGHT (LANDSCAPING); BID PACKAGE TEN (ASPHALT PAVING); BID PACKAGE TWELVE (MISCELLANEOUS METALS AND STAIRS); BID PACKAGE FOURTEEN (WINDOWS AND CURTAINWALL); BID PACKAGE FIFTEEN (FINISH CARPENTRY/MISC. ACCESSORIES) BID PACKAGE SEVENTEEN (RESILIENT FLOORING/CERAMIC) AND BID PACKAGE EIGHTEEN (PAINTING) FOR THE DELAWARE COUNTY SERVICES BUILDING:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to accept the following resolution:

Whereas, Delaware County went out to bid and bids were taken on May 11, 2001, and

Whereas, after carefully reviewing Bovis Lend Lease recommends the bids submitted by the companies listed below have been determined to be the lowest and best bids;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted by the following companies.

<u>Bid Package Number/Description</u>	<u>Company Recommended</u>	<u>Amount of Contract Award</u>
Bid Package Eight –Landscaping	Greenscape Landscape Company, Inc.	\$172,951
Bid Package Ten –Asphalt Paving	Chemcote, Inc.	\$176,511
Bid Package Twelve- Miscellaneous Metals And Stairs	Wanner Metal Worx, Inc.	\$170,000
Bid Package Fourteen –Windows And Curtainwall	Thomas Glass Company, Inc.	\$270,852
Bid Package Fifteen –Finish Carpentry/ Misc. Accessories	Gleeson Construction Inc.	\$254,000
Bid Package Seventeen – Resilient Flooring/ Ceramic	The Ardit Company	\$267,500
Bid Package Eighteen – Painting	Kastra Painting, Inc	\$ 64,860

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

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz