

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 25, 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

9:20 AM - Public Hearing to Expand the CHIP Eligibility Area from the Current Selected Target Areas to a Countywide Area

7:30 PM -Public Hearing of the Petition for Establishment of the Powell Community Infrastructure Financing Authority as a New Community

PUBLIC COMMENT

RESOLUTION NO. 01-650

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 308159 THROUGH 308184:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve for payment warrants numbered 308159 through 308184 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>
INCREASE				
1B01834	C&P Engineering	Contract for Plan Review	0150-2005	\$ 9,000.00
1B43003	DATA	Client Residential Travel	4510-2303	\$ 15,000.00
DECREASE				
1B43003	DATA	Client Residential Travel	4510-2025	\$ 15,000.00

Vouchers

1B43003	Delaware County Juvenile Court	Achieve Contract	4515-2013	\$ 14,022.39
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Vote on Motion Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 01-651

IN THE MATTER OF APPROVING THE APPLICATION FOR THE LOCAL LAW ENFORCEMENT BLOCK GRANT:

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

Whereas, The Delaware County Sheriff's Office has qualified as a disparate jurisdiction by the Attorney General of the State of Ohio, and

Whereas, the Delaware County Sheriff's Office has applied as a disparate jurisdiction for a Local Law Enforcement Block Grant through the Bureau of Justice Assistance to provide additional funding for the Delaware County Sheriff

Now Therefore Be It Resolved, by the Board of Commissioners of Delaware County, Ohio, that the Board of County Commissioners approves of the grant application for Local Law Enforcement Block Grant in the amount of \$7,098.00.

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

RESOLUTION NO. 01-652

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM OVERBEY ENTERPRISES, INC., DBA OVERBEYS EMPORIUM 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. Wuertz 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 Overbey Enterprises, Inc. DBA Overbeys Emporium has requested a new C-2 permit located at 1216 East Powell Road, Lewis Center, Ohio 43035 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

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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 Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-653

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

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Discount Drug Mart Inc., DBA Drug Mart has requested a new C1-C2 permit located at 9965 Sawmill Parkway, Delaware, Ohio and

Whereas, the Liberty 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. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 01-654

IN THE MATTER OF CANCELLING THE JULY 16, 2001, COMMISSIONERS' SESSION:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to cancel the July 16, 2001, Commissioners' Session.

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

RESOLUTION NO. 01-655

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING OF ANNEXATION PETITION FILED FOR 12.024, MORE OR LESS, ACRES FROM BERKSHIRE TOWNSHIP TO VILLAGE OF SUNBURY AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz 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 Sunbury, and

Whereas, Kenneth J. Molnar, 21 Middle Street, Galena, Ohio 43021 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, **August 13, 2001, at 8:15 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 Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-656

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING OF ANNEXATION PETITION FILED FOR 12.372, MORE OR LESS, ACRES FROM CONCORD TOWNSHIP TO VILLAGE OF SHAWNEE HILLS AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin 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 Concord Township to Village of Shawnee Hills, and

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Whereas, Richard C. Brahm, 145 East Rich Street, 4th Floor, Columbus, Ohio 43215 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, **August 27, 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. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

RESOLUTION NO. 01-657

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING OF ANNEXATION PETITION FILED FOR 3.364, MORE OR LESS, ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz 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 Delaware Township to City of Delaware, and

Whereas, John M. Hopfinger, 5695 Avery Road, Dublin, Ohio 43016 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, **August 27, 2001, at 7:45 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 Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 01-658

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING OF ANNEXATION PETITION FILED FOR 19.982, MORE OR LESS, ACRES FROM BERKSHIRE TOWNSHIP TO VILLAGE OF GALENA AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin 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, Richard C Brahm, 145 East Rich Street, 4th Floor, , Columbus, Ohio 43215 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, **August 27, 2001, at 8:00 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 Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 01-659

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Job and Family Services is requesting that Lisa Cabot attend Addiction Treatment Training Conference at Columbus, on July 24 through July 27, 2001, in the amount of \$159.00.

Administrative Services is requesting that Rachel Stull attend the Human Resources Certification Preparation Course at Dublin on September 29 through November 24, 2001, (Saturdays) in the amount of \$565.00.

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OECC is requesting that Richard Felton attend the Activated Sludge Process Control Short Course at Colorado State College, Colorado on July 30 through August 3, 2001, in the amount of \$2,309.80.

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

RESOLUTION NO. 01-660

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITION FOR COVINGTON MEADOWS, SECTION 2:

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

Covington Meadows, Section 2- Ditch Maintenance Petition

We the undersigned owners of 11.886 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as the Covington Meadows, Section 2 as evidenced by the subdivision plant (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 Covington Meadows, Section 2 subdivision.

The cost of the drainage improvements is \$88,700.00 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. Fifty-two 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, \$1,705.77 per lot. An annual maintenance fee equal to 2% of this basis \$34.12 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 \$1,774.00 has been paid to Delaware County.

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

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

RESOLUTION NO. 01-661

IN THE MATTER OF ACCEPTING ROADS IN COVINGTON MEADOWS, SECTION 1 AND WILSHIRE ESTATES, SECTION 3;

It was moved by Mrs. Martin, seconded by Mr. Wuertz to release bonds and letters of credit and accept roads within the following:

Covington Meadows, Section 1

- **Covington Meadows Drive**, to be known as **Township Road Number 981**
- **Covington Meadows Court**, to be known as **Township Road Number 982**
- **Burson Springs Court**, to be known as **Township Road Number 983**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, M/I Schottenstein Homes.

Wilshire Estates, Section 3

- An addition of 0.03 miles to **Township Road Number 774, Pleasant Colony Drive**
- An addition of 0.06 miles to **Township Road Number 926, Emmanuel Drive**
- **Narrow Leaf Court**, to be known as **Township Road Number 984**
- **Peck Court**, to be known as **Township Road Number 985**

We also request approval to return the Bond being held as maintenance surety to the developer, Centex Homes.

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

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RESOLUTION NO. 01-662

IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN COVINGTON MEADOWS, SECTION 1 AND WILSHIRE ESTATES, SECTION 3 AND CORRECTION FOR WALKER WOOD, SECTION 8:

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

Covington Meadows, Section 1

- On Township Road Number 981, Covington Meadows Drive, at its intersection with County Road Number 24, South Old 3C Highway
- On Township Road Number 982, Covington Meadows Court, at its intersection with Township Road Number 981, Covington Meadows Drive
- On Township Road Number 983, Burson Springs Court, at its intersection with Township Road Number 981, Covington Meadows Drive

Wilshire Estates, Section 3

- On Township Road Number 984, Narrow Leaf Court, at its intersection with Township Road Number 926, Emmanuel Drive
- On Township Road Number 985, Peck Court, at its intersection with Township Road Number 984, Narrow Leaf Court

Walker Wood, Section 8

- On Township Road Number 926, Emmanuel Drive, at its intersection with Township Road Number 872, Maxwell Avenue

Please note that this stop request is being made to correct the road number for Emmanuel Drive in the Walker Wood Section 8 Subdivision.

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

RESOLUTION NO. 01-663

IN THE MATTER OF APPROVING THE CORRECTION TO ROAD NUMBER FOR EMMANUEL DRIVE IN WALKER WOOD, SECTION 8:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the correction to road number:

On October 30, 2000, Delaware County Commissioners approved the acceptance of Township Road Number 946, Emmanuel Drive, into the public system for the referenced subdivision. At that time, the County Engineer did not realize that this road would eventually connect into Township Road Number 926, Emmanuel Drive, as accepted as part of Wilshire Estates. Since that time, the road has been extended so that the roads for both projects connect. The county engineer, therefore, is requesting that the County Commissioners approve this change adding 0.03 mile to Township Road Number 926, Emmanuel Drive. Township Road Number 946 will no longer exist. The county engineer also requests that the Orange Township Trustees be notified of this road number correction.

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

RESOLUTION NO. 01-664

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR CAMBRIDGE SUBDIVISION:

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

Cambridge Subdivision

THIS AGREEMENT executed on this 25th day of June 2001, between **CAMBRIDGE LAND INVESTMENTS LLC** as evidenced by the **CAMBRIDGE 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 12/20/00, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful

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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 **SIXTY-TWO THOUSAND EIGHT 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 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 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 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.

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

RESOLUTION NO. 01-665

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

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

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<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U010085	Columbus Southern Power	Freeman Road	Bore road
U010086	Columbia Gas	Seldom Seen Road	Install gas main
U010088	Ameritech	Sunbury Road	Bury conduit
U010089	Columbia Gas	Sherbrook Section 8	Install gas main
U010090	Columbia Gas	Sherbrook Section 7	Install gas main

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

RESOLUTION NO. 01-666

IN THE MATTER OF AUTHORIZING THE AMENDMENT OF AN ENTERPRISE ZONE AGREEMENT WITH FASTAC MANUFACTURING CORPORATION (NOW KNOWN AS OHASHI TECHNICA U.S.A. MANUFACTURING, INC.):

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

WHEREAS, the Village of Sunbury and Delaware County have encouraged the development of real estate and investment in personal property within a certain area of the Village of Sunbury via the establishment of an Enterprise Zone Area; and

WHEREAS, the Delaware County Board of Commissioners, the Village of Sunbury, and O&S, Inc. did enter into an Enterprise Zone Agreement dated December 30, 1993, in conjunction with a PROJECT to be undertaken on a 20-acre site located in the Sunbury Commerce Park, at 111 Burrer Drive, Sunbury, Ohio, known as the PROJECT site; and

WHEREAS, pursuant to said Enterprise Zone Agreement, O&S, Inc. was to receive certain tax incentives as the investor in real property improvements and personal property consisting of new machinery & equipment, furniture and fixtures, and new inventory, and was recognized as the creator of new full time job opportunities and payroll at the PROJECT site; and

WHEREAS, the Delaware County Board of Commissioners, the Village of Sunbury, and FASTAC MANUFACTURING CORPORATION did enter into an agreement to amend the Enterprise Zone Agreement dated December 30, 1997, recognizing FASTAC MANUFACTURING CORPORATION as the owner of the PROJECT real estate and all defined investments in personal property thereon and as superceding all references to O&S, Inc.; and

WHEREAS, it is understood by all parties of the original Enterprise Zone Agreement, and as amended, for the referenced PROJECT that FASTAC MANUFACTURING CORPORATION has changed its name to OHASHI TECHNICA U.S.A. MANUFACTURING, INC.; and

WHEREAS, it is understood by all parties of the original Enterprise Zone Agreement, and as amended, for the referenced PROJECT that OHASHI TECHNICA U.S.A., INC., the parent company and primary customer of OHASHI TECHNICA U.S.A. MANUFACTURING, INC., located in a facility adjacent to OHASHI TECHNICA U.S.A. MANUFACTURING, INC. has requested to be included as an additional creator of new full time job opportunities and payroll at the PROJECT site, and that both facilities be considered as part of the PROJECT site for purposes of job and payroll creation.

WHEREAS, the Village of Sunbury Tax Incentive Negotiating Committee has met with representatives of OHASHI TECHNICA U.S.A. MANUFACTURING, INC., and OHASHI TECHNICA U.S.A., INC. to consider this amendment, and have recommended that said Enterprise Zone Agreement, as amended, be amended again to reflect the change in name from FASTAC MANUFACTURING CORPORATION to OHASHI TECHNICA U.S.A. MANUFACTURING, INC., and to include OHASHI TECHNICA U.S.A., INC. as an additional creator of new full time job opportunities and payroll at the PROJECT site.

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

1. Effective as of the date of passage of this Resolution, that the name of the business is recognized as OHASHI TECHNICA U.S.A. MANUFACTURING, INC. superceding all references to FASTAC MANUFACTURING CORPORATION, and further, that OHASHI TECHNICA U.S.A. MANUFACTURING, INC. is the owner of the PROJECT real estate and all defined investments in personal property thereon.
2. Effective as of the date of passage of this Resolution, OHASHI TECHNICA U.S.A., INC., the parent company and primary customer of OHASHI TECHNICA U.S.A. MANUFACTURING, INC., located in a facility adjacent to OHASHI TECHNICA U.S.A. MANUFACTURING, INC. shall be considered as an additional creator of new and full time job opportunities and payroll at the PROJECT site, in addition to OHASHI TECHNICA U.S.A. MANUFACTURING, INC., and that both facilities be considered as part of the PROJECT site for purposes of job and payroll creation.
3. All other terms and conditions set forth in the original Enterprise Zone Agreement, dated December 30,

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1993, and as amended December 30, 1997, shall remain in effect. If OHASHI TECHNICA U.S.A. MANUFACTURING, INC. or OHASHI TECHNICA U.S.A., INC. materially fail to fulfill its obligations under the Enterprise Zone Agreement, and as amended, or if the Village of Sunbury or Delaware County determine that the certification as to delinquent taxes required by the Enterprise Zone Agreement is fraudulent, the Village of Sunbury or Delaware County may terminate or modify the exemptions from taxation granted under the Enterprise Zone Agreement, and may require from OHASHI TECHNICA U.S.A. MANUFACTURING, INC. or OHASHI TECHNICA U.S.A., INC. the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement

- 4. The Delaware County Director of Economic Development is directed to formally notify the Delaware County Auditor, the Ohio Department of Development, the Ohio Department of Taxation, Big Walnut School District and the Delaware Joint Vocational School of this action.

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

RESOLUTION NO. 01-667

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH DONALD EAGER AND ASSOCIATES FOR THE PROVISION OF FY00 FORMULA CDBG FAIR HOUSING CDBG 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) Formula Program to Delaware County, and

WHEREAS, participation in the CDBG program requires that efforts be made to affirmatively further fair housing locally, and

WHEREAS, funding, in the amount of Three Thousand Dollars (\$3,000) has been provided to Delaware County through the FY00 CDBG Formula Program for Fair Housing activities.

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 determines that based on the approved application for CDBG FY00 Formula funds which lists Donald Eager & Associates as the Fair Housing Consultant Coordinator for the County, and on the basis of price and experience, that Donald Eager and Associates is the best entity to provide fair housing consulting services to Delaware County.

Section 2. That the Board of Commissioners authorizes the President of the Board to execute an Agreement for Fair Housing Consulting Services with Donald Eager & Associates for the FY00 CDBG Program in an amount not to exceed Three Thousand Dollars (\$3,000).

The contract is on file at the Economic Development Department.

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

RESOLUTION NO. 01-668

IN THE MATTER OF APPROVING CONTRACTS FOR THE CONSTRUCTION OF THE MEDIC STATION 6 ADDITION TO THE PORTER-KINGSTON FIRE DEPARTMENT BUILDING:

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

WHEREAS, the Delaware County Board of Commissioners desire to construct an addition to the Porter-Kingston Fire Department facility for the purpose of conducting 24-hour Medic operations in the northeastern area of the county, and

WHEREAS, the facility will provide Emergency Medical Services with the capability of responding to most incidents in the northeastern area of the county in the desired 7 minute goal and standard, and

WHEREAS, the Board of Commissioners has approved the award of bids to Robertson Construction Services, Inc., Comfort Express Inc., Rhodes Heating and Air Conditioning, Inc. and Mid-State electrical Construction based on the submitted proposals and selection process;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve these contracts for the construction of the Medic Station 6 addition to the Porter-Kingston Fire Department Building.

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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.

The contracts are on file at the Delaware County Commissioners' Office.

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

RESOLUTION NO. 01-669

IN THE MATTER OF APPROVING SANITARY SUBDIVIDER'S AGREEMENTS FOR DRUG MART AND RETAIL STORES; THE VILLAGE AT HARVEST WIND, SECTION 2; HARBOR POINT, SECTION 2, PHASES 1 AND 2; TROTTER GAIT; GOLF VILLAGE, SECTION 9, PHASES 1; ABBEY KNOLL, SECTION 3, PHASES 1 AND 2 AND SCIOTO RESERVE, SECTION 2, PHASE 3:

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

Drug Mart and Retail Stores

THIS AGREEMENT executed on this 25th day of June 2001, by and between One 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 (\$83,622.00) 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

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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.

The Village at Harvest Wind, Section 2

THIS AGREEMENT executed on this 25th day of June 2001, by and between Davidson Webb Ventures SUBDIVIDER, as evidenced by The Village at Harvest Wind, Section 2 -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 (\$62,162.00) 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 \$4,350.00, 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

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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.

Harbor Point, Section 2, Phase 1

THIS AGREEMENT executed on this 25th day of June 2001, by and between MI Schottenstein Homes SUBDIVIDER, as evidenced by the Harbor Point, Section 2, Phase 1 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 (\$90,558.00) 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.

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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 \$6,339.00, 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.

Harbor Point, Section 2, Phase 2

THIS AGREEMENT executed on this 25th day of June 2001, by and between MI Schottenstein Homes SUBDIVIDER, as evidenced by the Harbor Point, Section 2, Phase 2 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 (\$42,627.00) 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

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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 \$2,950.00, 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

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herein and as shown on the approved plans.

Trotter's Gait

THIS AGREEMENT executed on this 25th day of June 2001, by and between Timberrock, LLC SUBDIVIDER, as evidenced by the Trotter's Gait 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 \$184,940.68 representing the payment of fifty percent (50%) of the capacity charges then in effect, plus, if due to the County under resolutions applicable to the Leather lips Lift Station reimbursement plan, a Surcharge of \$1,916.86 for each single family residential connection, for 38 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 (\$321,801.00) 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 \$16,090.00, 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

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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 25th day of June 2001, by and between Triangle Real Estate, Inc., SUBDIVIDER, as evidenced by the Golf Village, Section 9, Phase 1 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 deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00

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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.

Abbey Knoll, Section 3, Phases 1 and 2

THIS AGREEMENT executed on this 25th day of June 2001, by and between Rockford Homes, Inc., SUBDIVIDER, as evidenced by the Abbey Knoll, Section 3, Phases 1 and 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 \$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 (\$63,668.00) 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.

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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 \$4,457.00, 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.

Scioto Reserve, Section 2, Phase 3

THIS AGREEMENT executed on this 25th day of June 2001, by and between Homewood Corporation SUBDIVIDER, as evidenced by the Scioto Reserve, Section 2, Phase 3 and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to

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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 (\$36,800.00) 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 \$2,600.00, 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

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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 Mrs. Martin Aye Mr. Wuertz Aye Mr. Ward Aye

RESOLUTION NO. 01-670

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:

42 Scioto Street, Powell Ohio 43065

In the amount of \$2,400.00 with \$902.40 finance charge (pro-rated over a 10 year period) making total of \$3,302.40 for placement on tax duplicate. Bi-annual payment being \$165.12.

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

RESOLUTION NO. 01-671

IN THE MATTER OF APPROVING THE SUPPLEMENTAL AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND CSX TRANSPORTATION, INC. FOR REVISED PIPE DIAMETER UNDER CSX RAIL CROSSING:

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

This Supplement Agreement, Made as of June 14, 2001, by and between CSX Transportation, Inc., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor" and Delaware County Commissioners, a municipal corporation, political subdivision or state agency, under the laws of the State of Ohio, whose mailing address is 50 Channing Street, Delaware, Ohio 43015, hereinafter called "Licensee" Witnesseth:

This Supplemental Agreement, effective June 14, 2001, will serve to amend Agreement, dated July 27, 2000, between Licensor and Licensee, covering the ownership, maintenance, use, and operation of a certain pipeline facility(ies) at Powell, Delaware County, Ohio, as follows:

The carrier pipe for the 15.466-inch sanitary sewer crossing has been changed to inside diameter 14.58 with wall thickness of .35 and outside diameter of 15.30. The elevation of bore has changed but depth at ditch on East side will have at least three feet of cover as shown on attached revised application and drawing. The second crossing in the agreement for a sanitary sewer was not changed.

Except as provided in this Supplemental Agreement, all other terms and conditions of the Agreement shall remain in effect.

In Witness Whereof, the parties hereto have caused these presents to be duly signed, sealed and delivered in duplicate effective the day and year first above written.

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

RESOLUTION NO. 01-672

IN THE MATTER OF APPROVING THE SANITARY SEWER PLAN FOR HIDDEN SPRINGS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve sanitary sewer plan for Hidden Springs 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 Aye

RESOLUTION NO. 01-673

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

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Greg Miller has accepted the position as Building Inspector for Code Compliance; effective date of hire is June 26, 2001.

Chad Reckart has accepted the position as Summer Mechanic’s Helper through the Summer Youth Program for Facilities; effective date of hire is June 26, 2001.

Dottie Brown has been promoted to Economic Development Specialist 1 for Economic Development Department; effective date of promotion is June 26, 2001.

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

RESOLUTION NO. 01-674

IN THE MATTER OF APPROVING THE DELAWARE-KNOX ONE-STOP MEMORANDUM OF UNDERSTANDING FOR TITLE OF THE WORKFORCE INVESTMENT ACT OF 1998:

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

Whereas, The Workforce Investment Act of 1998 requires County Boards of Commissioners to be parties to the memorandum of understanding between the Workforce Investment required One-Stop partners and the Local Workforce Policy Board;

Now, Therefore, Be It Resolved that the Board of County Commissioners approves the Delaware-Knox Counties One-Stop memorandum of understanding.

Vote on Motion Mr. Ward Nay Mrs. Martin Nay Mr. Wuertz Nay

RESOLUTION NO. 01-675

IN THE MATTER OF APPROVING THE RENEWAL OF CONTRACTS BETWEEN JOB AND FAMILY SERVICES AND VARIOUS CHILD CARE PROVIDERS AS LISTED BELOW:

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

Contract Period is July 1, 2001 to June 30, 2002

Child Care Unlimited 100 West Cherry Street Sunbury, Ohio 43074	Per Week	Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustments to Basic Rates
	Infant	\$138.00	\$ 93.00	Registration
	Toddler	\$123.00	\$ 82.00	Fee - \$25.00
	Preschool	\$108.00	\$ 72.00	
	School Age	\$100.00	\$ 67.00	
	After School			
	Preschool Only	\$27.90		
	2 days per week	\$40.70		
	3 days per week	\$23.25		
Kinder Care Learning Center #0999 55 South Cleveland Avenue Westerville, Ohio 43081	Per Week	Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustments to Basic Rates
	Infant	\$152.00	\$102.00	Registration
	Toddler	\$131.00	\$ 88.00	Fee - \$25.00
	Preschool	\$114.00	\$ 76.00	
	School Age	\$103.00	\$ 69.00	
	Before & After	\$ 70.00		
Cradle “N Crayon 102 High Street Worthington, Ohio 43085	Per Week	Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustments to Basic Rates
	Infant	\$152.00	\$102.00	Registration
	Toddler	\$131.00	\$ 88.00	Fee - \$25.00
	Preschool	\$114.00	\$ 76.00	
	School Age	n/a		
Liberty Community Center 207 London Road	Per Week	Basic Rates Full Time	Part Time Rates	Adjustments to Basic Rates

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Delaware, Ohio 43015		(25 Hrs. or More)		
	Infant	\$135.00	\$90.45	Registration
	Toddler	\$123.00	\$82.00	Fee - \$25.00
	Preschool	\$108.00	\$72.00	
	School Age	\$ 95.00	\$63.65	
	Before or After	\$ 40.00		
	School	\$ 70.00		
	Before & After			
	School			

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

RESOLUTION NO. 01-676

IN THE MATTER OF APPROVING ANNUAL GRANT AGREEMENT BETWEEN OHIO DEPARTMENT OF YOUTH SERVICES AND THE PERRY COUNTY GROUP HOME COMMUNITY CORRECTIONAL FACILITY FOR YEAR 2002:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the Grant Agreement for fiscal year 2002, in the amount of \$663,201.00 between the Ohio Department of Youth Services and the Perry County Group Home Community Correctional Facility.

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

RESOLUTION NO. 01-677

IN THE MATTER OF APPROVING THE BUDGET REVISIONS FOR FY 2001 RECLAIM OHIO SUBSIDIES:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the budget revisions for FY 2001 Reclaim Ohio Subsidies. The budget revisions reflect the actual salaries of employees on the compensation management system and the actual PERS and insurance rates for state FY 2001.

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

RESOLUTION NO. 01-678

9:20 AM -IN THE MATTER OF PUBLIC HEARING TO EXPAND THE CHIP ELIGIBILITY AREA FROM THE CURRENT SELECTED TARGET AREAS TO COUNTYWIDE AREA:

Hearing Opened at 9:20 AM.

It was moved by Mr. Wuertz, seconded by Mrs. Martin to Close the Hearing at 9:30 AM.

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

RESOLUTION NO. 01-679

7:30 PM-IN THE MATTER OF OPENING THE PUBLIC HEARING OF THE PETITION FOR ESTABLISHMENT OF THE POWELL COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY AS A NEW COMMUNITY:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to Open the Hearing at 7:30 PM.

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

RESOLUTION NO. 01-680

IN THE MATTER OF CLOSING THE PUBLIC HEARING OF THE PETITION FOR ESTABLISHMENT OF THE POWELL COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY AS A NEW COMMUNITY:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to Close the Hearing at 7:50 PM.

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

RESOLUTION NO. 01-681

**COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 25, 2001**

IN THE MATTER OF APPROVING THE PETITION FOR ESTABLISHMENT OF THE POWELL COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY AS A NEW COMMUNITY AUTHORITY UNDER CHAPTER 349 OF THE OHIO REVISED CODE

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the Powell Community Infrastructure Financing authority as follows:

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, a petition (the "Petition") for the establishment of the Powell Community Infrastructure Financing Authority (the "Authority") to govern a proposed new community district (the "District") was filed with this Board on May 11, 2001 and was accepted by Resolution of this Board adopted on May 31., 2001; and

WHEREAS, the "organizational board of commissioners," as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the proposed Authority is comprised solely of the Board of County Commissioners of Delaware County;

WHEREAS, pursuant to this Resolution adopted on June 25, 2001, by this Board, the Powell Community Infrastructure Financing Authority is established pursuant to Chapter 349 of the Ohio Revised Code to govern the proposed District;

WHEREAS, pursuant to this Resolution this Board is to appoint (3) citizen members representing the interests of present and future residents of the District and one (1) member to serve as a representative of local government; and

WHEREAS, pursuant to Section 349.03(A) of the Revised Code, the Board of County Commissioners of Delaware County, as the organizational board of commissioners, on June 25, 2001, held a public hearing on the Petition after public notice was duly published in accordance with Section 349.03; now, therefore, upon motion of Commissioner Wuertz, seconded by Commissioner Martin,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO, THAT:

1. The Board finds and determines that the District will be conducive to the public health, safety, convenience and welfare, and is intended to result in the development of a new community as defined in Section 349.01(A) of the Revised Code.
2. The Petition is hereby accepted and shall be recorded, along with this Resolution, in the journal of the Board of County Commissioners of Delaware County, as the organizational board of commissioners.
3. This Board declares that the Authority is hereby organized and a body politic and corporate, effective as of July 27, 2001.
4. The corporate name of the Authority shall be the POWELL COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY.
5. The boundary of the District shall be set forth in Exhibit "A" attached to this Resolution.
6. The Board of Trustees of the Authority shall be composed of seven (7) members selected as provided in Section 349.04 of the Revised Code. This Board of County Commissioners shall appoint three (3) citizen members of the Board of Trustees to represent the interests of present and future residents of the District and one (1) member to serve as a representative of local government. Those appointments shall be by Resolution adopted by this Board within ten (10) days after the adoption of this Resolution. That Resolution of this Board shall designate which two (2) of the initial citizen members shall serve initial one (1) year terms. The remaining citizen member and the member appointed to serve as a representative of local government shall serve two (2) year terms. The Clerk of this Board shall mail to the Developer a certified copy of that adopted Resolution.
7. The Developer shall appoint three (3) members to serve on the Board of Trustees of the Authority as representatives of the Developer, and shall designate which two (2) of those members shall serve an initial one (1) year term. The remaining member appointed by the Developer shall serve an initial two (2) year term. Those appointments and designations shall be in writing filed with the Clerk of this Board within ten (10) days after the adoption of this Resolution.
8. The following representative of local government is hereby appointed to the Authority's Board of Trustees to serve a two- (2) year term ending in July 31 , 2003:

Nannette Metz

9. This Board acknowledges receipt of a letter dated June 25, 2001 from Triangle Properties, Inc. as the developer of the Authority, appointing the following persons as the developer members to the Board

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of Trustees of the Authority:

One Year Term	Two Year Term
Donald r. Kenney, Sr.	Mark L. DiSabato
Ronald e. Davis	

- 10. Pursuant to Section 349.04 of the Revised Code, each member of the Board of Trustees of the Authority shall post a bond in the amount of \$10,000 for the faithful performance of their duties. The bond shall be with a company authorized to conduct business within the State of Ohio as a surety and shall be deposited with the Delaware County Auditor and preserved by him.
- 11. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.
- 12. This Resolution shall be in full force and effect immediately upon its adoption.

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

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners