

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 29, 2002

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

Present: Donald Wuertz, Deborah Martin, James D. Ward

- 9:00 AM Reviewing The Site Of The Delaware Run Ditch
- 7:30 PM Public Hearing In Connection With The Issuance Of Revenue Bonds Of The Rickenbacker Port Authority, Ohio; And Authorizing Other Documents In Connection With The Issuance Of Such Bond

PUBLIC COMMENT

RESOLUTION NO. 02-967

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBER CMAPR0726:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve payment of warrants in batch number CMAPR0726 and Purchase Orders and Vouchers as listed below:

PO's						
	Vendor	Description	Account Number	Amount		
	E. C. Babbert	Wastewater Hauling/Greif Br.	65511918-5380	\$	10,000.00	
	Graham Ford	Replacement of Crashed Vehicle by Insurance	10031301-545045001	\$	3,956.00	
		Replacement of Crashed Vehicle by Insurance	60111901-545045001	\$	16,994.00	
INCREASES						
	DATA	Purchased Serv/Transportation	22411601-535535501	\$	20,000.00	
	Don-A-Del, Inc. West	Child Care	22411606-5348	\$	10,000.00	
VOUCHERS						
	Romanoff Mechanical	Plumbing/Harlem EMS	40211407-541041002	\$	13,515.92	
	Del Cty Bd of Dev Dis	Board & Care	10011501-5350	\$	8,750.00	
Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Aye

RESOLUTION NO. 02-968

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM BP PRODUCTS NORTH AMERICA INC DBA SITE #52784 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 BP Products North America INC DBA Site #52784 has requested new C1 and C2 permits located at 6519 Columbus Pike, Orange Township, Delaware, Ohio 43015 and

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

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

Vote on Motion	Mr. Wuertz	Aye	Mrs. Martin	Aye	Mr. Ward	Nay
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RESOLUTION NO. 02-969

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM GENGHIS ENTERPRISES LLC DBA GENGHIS GRILL AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Ward, 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 Orange Township Trustees that Genghis Enterprises LLC DBA Genghis Grill has requested new D1, D2

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and D3 permits located at 29 Neverland Dr., Orange Township, 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 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                      Mr. Wuertz                      Aye                      Mrs. Martin                      Aye

RESOLUTION NO. 02 -970

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Department is requesting that Christine Shaw and Karin Eldredge attend the Fall 2002 CARMA meeting in Warren County, Ohio October 23, 2002, at the cost of \$150.00.

The Environmental Services Department is requesting that Gary Zwolinski attend a ARCGIS class in Delaware County August 21 & 22, 2002, at the cost of \$100.00.

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

RESOLUTION NO. 02-971

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUESTS:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the Tuition Assistance requests as follows:

Stacey L. Hyatt                                      \$416.00

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

RESOLUTION NO. 02-972

IN THE MATTER OF APPROVING PLATS FOR SCIOTO HIGHLANDS NO. 3; TREEMONISHA SUBDIVISION AND GOLF VILLAGE COMMERCIAL SECTION 1 AND DITCH MAINTENANCE PETITION FOR SCIOTO HIGHLANDS NO. 3:

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

Scioto Highlands No. 3

Situated In The State Of Ohio, County Of Delaware, Township Of Concord And In Quarter Township 2, Township 3, Range 19, United States Military Lands, Containing 36.551 Acres Of Land, More Or Less (5.426 Acres Being In Farm Lot 17 And 31.125 Acres Being In Farm Lot 18), Said 36.551 Acres Being All Of That Tract Of Land Conveyed To S. Robert Davis By Deed Of Record In Deed Book 610, Page 809, Recorder's Office, Delaware County, Ohio. Cost \$39.00.

Treemonisha Subdivision

Situated In The Township Of Harlem, County Of Delaware, State Of Ohio And Being Part Of Farm Lot 2, East Tier, Quarter-Township 3, Township 3, Range 16 In The United Stated Military Lands. Being A Subdivision Of 32.175 Acres, Being All Of An Original 32.185 Acre Tract Owned By Vista Land Company, Llc. As Recorded In Original Record Volume 69, Page 1739 In The Delaware County Recorder's Office. Cost \$45.00.

Golf Village Commercial Section 1

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, And Lying In Farm Lots 3, Section 2, Township 3 North, Range 19 West, United States Military District, And Containing 2.192 Acres In Farm Lot 3, Being 0.078 Acre Out Of The 9.996 Acre Tract Conveyed To Triangle Properties, Inc An Ohio Corporation, By O.R. 54, 1252, And 2.114 Acres Out Of The 71.759 Acre Tract Conveyed To Triangle Properties, Inc. An Ohio Corporation, By O.R. 54 Page 1248, Records Of The Recorder's Office. Delaware County, Ohio. Cost \$3.00.

Ditch Maintenance Petition- Scioto Highlands No. 3

We the undersigned owners of 36.551 acres in Concord Township, Delaware County, Ohio propose to create a

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subdivision known as **Scioto Highlands No. 3** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Scioto Highlands No. 3** Subdivision.

The cost of the drainage improvements is \$ 178,720 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. Eighteen (18) 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, \$9,928.89 per lot. An annual maintenance fee equal to 2% of this basis \$ 198.58 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 \$ 3,574.44 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. Ward                      Aye                      Mr. Wuertz                      Aye                      Mrs. Martin                      Aye

RESOLUTION NO. 02-973

**IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR RIVER’S EDGE AT ALUM CREEK SECTION 2; WALNUT WOODS SECTION 1; WALNUT WOODS SECTION 1 - BIG WALNUT ROAD WIDENING; BIG WALNUT ROAD WIDENING FOR TRADITIONS AT HIGHLAND LAKES; GOLF VILLAGE COMMERCIAL SITE (PUBLIC STORM) AND GOLF VILLAGE COMMERCIAL SITE (PUBLIC STREET):**

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

**River’s Edge At Alum Creek Section 2**

**SUBDIVIDER’S AGREEMENT**

**THIS AGREEMENT** executed on this 29<sup>th</sup> day of July 2002, between **MARONDA HOMES INC. OF OHIO** as evidenced by the **RIVER’S EDGE AT ALUM CREEK SECTION 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer’s Estimate approved 6/25/02, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the

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**SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

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

**ROADWAY AND STORM DRAINAGE**

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

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

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

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

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

**CONSTRUCTION**

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

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

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

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

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

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

**Walnut Woods Section 1**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 29<sup>th</sup> day of July 2002, between **GROVER C. JOHNSON** as evidenced by the **WALNUT WOODS SECTION 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 9/4/01, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

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

**ROADWAY AND STORM DRAINAGE**

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

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

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

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

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

**CONSTRUCTION**

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

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

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

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

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

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

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**SUBDIVIDER'S AGREEMENT**

1. **THIS AGREEMENT** made and entered into this 29<sup>th</sup> day of July 2002, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **GROVER C. JOHNSON**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**WALNUT WOODS SECTION 1 - BIG WALNUT ROAD WIDENING**" hereinafter called the **PLAN**, is governed by the following considerations, to wit:
2. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
3. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
4. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **SEVENTY-EIGHT THOUSAND TWO HUNDRED FIFTY-THREE DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".
5. The **SUBDIVIDER** shall deposit **SIX THOUSAND TWO HUNDRED SIXTY DOLLARS** at the time of commencement of this work estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
6. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
7. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**".
9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
10. If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

**Big Walnut Road Widening For Traditions At Highland Lakes**

**SUBDIVIDER'S AGREEMENT**

1. **THIS AGREEMENT** made and entered into this 29<sup>th</sup> day of July 2002, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **TOLL BROTHERS, INC.**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**BIG WALNUT ROAD WIDENING FOR TRADITIONS AT HIGHLAND LAKES**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:
2. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
3. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
4. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **SEVENTY-EIGHT THOUSAND TWO HUNDRED FIFTY-THREE DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".
5. The **SUBDIVIDER** shall deposit **SIX THOUSAND TWO HUNDRED SIXTY DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the

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**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**.

6. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
7. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
8. The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2003**.
9. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices" and "Traffic Control for Construction and Maintenance"**.
10. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
11. If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
12. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
13. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

**Golf Village Commercial Site (Public Storm)**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 29<sup>th</sup> day of July, 2002 between **TRIANGLE PROPERTIES** as evidenced by the **GOLF VILLAGE COMMERCIAL SITE (PUBLIC STORM)** 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 7/18/02, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

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

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

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

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FIVE THOUSAND ONE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent 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,

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repair or reconstruction of any and all defective materials or workman-ship for a period of **one year**. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

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

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

**CONSTRUCTION**

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

**Golf Village Commercial Site (Public Street)**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 29<sup>th</sup> day of July, 2002 between **TRIANGLE PROPERTIES** as evidenced by the **GOLF VILLAGE COMMERCIAL SITE (PUBLIC STREET)** 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 7/18/02, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

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

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

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **SIX THOUSAND FIVE 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



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independent testing laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

**Upon the completion of construction**, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of **one year**. Said **SUBDIVIDER’S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

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

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

**CONSTRUCTION**

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to 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                      Mrs. Martin              Aye              Mr. Wuertz              Aye              Mr. Ward              Aye

**RESOLUTION NO. 02-974**

**IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR TREEMONISHA SUBDIVISION; WOODLAND HALL SECTION 1 AND WOODS ON SELDOM SEEN SECTION 3, PHASE 2:**

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

**Treemonisha Subdivision**

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer’s recent field review, he has determined that minor remedial work will be required during the 2003 construction season.

In accordance with the Subdivider’s Agreement, he recommends that the maintenance bond be set at **\$14,300** for the duration of the one year maintenance period. A Letter of Credit in that amount is available.

**Woodland Hall Section 1**

The roadway construction has been completed for the referenced subdivision and, as the results of the recent field review, the Engineer has determined that minor remedial work will be required during the 2003 construction season.

In accordance with the Subdivider’s Agreement, he recommends that the maintenance bond be set at **\$63,000** for the duration of the one year maintenance period. A Letter of Credit in that amount is currently in place. The Engineer also request approval to return the Letter of Credit being held as construction surety to the developer, The Isaac Group.

**Woods on Seldom Seen Section 3, Phase 2**

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The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer’s recent field review, he has determined that minor remedial work will be required during the 2003 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$31,376** for the duration of the one year maintenance period. A Letter of Credit in that amount is currently in place. He also request approval to return the Letter of Credit being held as construction surety to the developer, Crafton Properties.

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

RESOLUTION NO. 02-975

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR SCIOTO HIGHLANDS NO. 3:

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

Scioto Highlands No. 3

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$516,180** and a Letter of Credit in that amount is attached to cover the bonding of this project.

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

RESOLUTION NO. 02 -976

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

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

Permit #	Applicant	Location	Type of Work
U02112	Ameritech	S. Old 3C Highway	Trench road
U02113	Suburban Natural Gas	Meadow Knoll Road	Install gas main
U02117	Suburban Natural Gas	Oaks at Highland Lakes Phase 2	Install gas main
U02118	Suburban Natural Gas	Oaks at Highland Lakes Phase 3	Install gas main
U02119	Columbia Gas	North Orange Section 3, Phase 1	Install gas main

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

RESOLUTION NO. 02-977

IN THE MATTER OF APPROVING THE CONTRACT WITH KORDA NEMETH ENGINEERING, INC. FOR DUSTIN ROAD IMPROVEMENTS:

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

CONTRACT

**AGREEMENT**, made and entered into this 29th day of July, 2002 by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **Korda Nemeth Engineering, Inc.** hereinafter designated as **SECOND PARTY**.

**WITNESSETH**, that said **SECOND PARTY**, for and in consideration of a lump sum fee amount of **\$109,397.00 (One hundred nine thousand three hundred ninety seven dollars and zero cents)**, based on as Proposal for Engineering Services dated June 7, 2002, and Cost Proposal of the same date to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional design services including preparation of construction contract plans and related engineering services specified in the Proposal submitted by the **SECOND PARTY** for the project know as **Dustin Road Improvements**, Berkshire Township, Delaware County, Ohio. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the Delaware County Engineer.

**SAID SECOND PARTY** further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards, under the direction of the Delaware County Engineer. Work is to be completed on or before December 20, 2002.

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**THE SECOND PARTY** hereby agrees to hold the **Delaware County** free and harmless from any and all claims for loss, damages, injury, liability, costs, expenses, judgments or decrees, resulting from any the negligent acts or omissions of the Second Party, its employees, agents, subcontractors, and their employees and agents’ subcontractors and there employees agents but only to the extent that the same is actually covered and paid under the foregoing polices of the insurance.

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

**RESOLUTION NO. 02-978**

**IN THE MATTER OF APPROVING THE ESTIMATE, SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR THE PROJECT KNOWN AS THE 2002 ROAD MARKING PROJECT:**

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

**INVITATION TO BID**

Sealed proposals will be received at the **Delaware County Engineer’s Office, 50 Channing Street Delaware, Ohio 43015 until 10:00 a.m. local time on August 19, 2002** for furnishing all labor, materials and equipment necessary to complete the project known as **2002 Road Marking Project** and at said time and place, publicly opened and read aloud. Contract documents, bid sheets, plans, and specifications can be **picked up** at the **Delaware County Engineer’s Office, 50 Channing St. Delaware, Ohio 43015. Bidder must make arrangements to obtain bid packet; they will not be mailed.**

The engineer’s estimate for the project is \$32,000.

Each bidder is required to furnish with its proposal a **Bid Guaranty and Contract Bond** in accordance with **Section 154.54 of the Ohio Revised Code. Bid Security** furnished in Bond form shall be issued by a Surety Company or corporation licensed in the State of Ohio to provide said surety.

Each **Proposal** must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owners intend and require that this project be completed **no later than October 4<sup>th</sup>, 2002.**

Bidders must comply with the **Prevailing Wage Rates on Public Improvements in Delaware County** as determined by the **Ohio Bureau of Employment Services, Wage and Hour Division.**

The Delaware County Engineer’s Office reserves the right to waive irregularities and to reject any or all bids.

**SCOPE OF WORK**

This project consists of striping approximately 27 miles of County and Township roads. The striping will include centerline, edge line, stop bars, school symbols, railroad symbols. Type of paint will be Item 642 (Type 1), Item 643, and Item 644. Item 642, type 1 paint will be used on all Item 409 roadways, while Item 643, type 1 paint will be used on all asphalt roadways.

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

**RESOLUTION NO. 02-979**

**IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS CHERYL PISANO, MELANIE BERRY, BRIANNA KINNIARD AND BECCA GALLOWAY:**

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

Child Care		Basic Rates Per Hour	Adjustment to Basic Rates
Cheryl Pisano 668 Crofton Loop Delaware, Ohio 43015	Infant	\$ 2.75	None
	Toddler	\$ 2.75	
	Preschool	\$ 2.50	
	Schoolage	\$ 2.50	
Melanie Berry 6380 Houseman Rd Ostrander, Ohio 43061	Infant	\$ 2.75	None
	Toddler	\$ 2.75	
	Preschool	\$ 2.50	
	Schoolage	\$ 2.50	

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Brianna Kinniard 34 East Street Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50	None
Becca Galloway 185 N. Union Street Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50	None

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

RESOLUTION NO. 02-980

IN THE MATTER OF AUTHORIZING AN AGREEMENT TO AMEND AN ENTERPRISE ZONE  
AGREEMENT WITH LIEBERT NORTH AMERICA, INC.:

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

WHEREAS, the City of Delaware (“City”) and Delaware County (“County”) have encouraged the development of real estate and investment in personal property within a certain area of the City of Delaware via the establishment of an Enterprise Zone Area; and

WHEREAS, the Delaware County Board of Commissioners, the City of Delaware, and Liebert Corporation, did enter into Enterprise Zone Agreement dated January 29, 1996, in conjunction with a PROJECT to be undertaken at 975 Pittsburgh Drive, located in the Delaware Industrial Park, Delaware, Ohio, and known as the PROJECT site; and

WHEREAS, pursuant to said Enterprise Zone Agreement, Liebert Corporation was to receive certain tax incentives as the investor in real property, personal property, inventory, and as the creator of new full-time job opportunities and payroll at the PROJECT site; and

WHEREAS, pursuant to Resolution 00-88 adopted by the City Council of the City of Delaware on October 9, 2000, and pursuant to Resolution 00-867 adopted by the Delaware County Board of Commissioners on October 16, 2000, said Enterprise Zone Agreement was amended as of October 16, 2000, to establish Liebert North America, Inc. a wholly owned subsidiary of Liebert Corporation, a wholly owned subsidiary of Emerson Electric Company, as the owner of said PROJECT inventory, and, further, established that said PROJECT inventory would be relocated to a second PROJECT site located at 1020 Pittsburgh Drive, located in the Delaware Industrial Park, in the City of Delaware, and in said Enterprise Zone; and

WHEREAS, it is understood by all Parties of the original Enterprise Zone Agreement, and as amended, for the referenced PROJECT that Liebert North America, Inc. is desirous of locating said inventory at both the 975 & 1020 Pittsburgh Drive PROJECT sites.

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

1. Effective as of the date of the passage of Resolution 02-\_\_\_ by the City of Delaware, and passage of Resolution 02-\_\_\_ by the Delaware County Board of Commissioners, the Enterprise Zone Agreement dated January 29, 1996, and as amended on October 16, 2000, shall be amended to allow Liebert North America, Inc. to locate PROJECT inventory at both the 975 & 1020 Pittsburgh Drive PROJECT sites.
2. Delaware City and County shall continue to grant the real and personal property tax exemptions called for under said Enterprise Zone Agreement, and as amended, for the referenced PROJECT in recognition of this amendment and the terms and conditions established therein.
3. Liebert North America, Inc. shall continue to remain responsible for the levels of personal property investment, including inventory, and shall be responsible for all other commitments established in said Enterprise Zone Agreement, and as amended.
4. The Delaware County Economic Development Director is directed to formally notify the Delaware City Schools and the Delaware Joint Vocational School of this action.
5. The Delaware County Auditor, the Ohio Department of Development, and the Ohio Department of Taxation shall be advised in writing of this amendment.

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

RESOLUTION NO. 02-981

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IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR THE OAKS AT  
HIGHLAND LAKES PHASE 3:

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

Oaks At Highland Lakes Phase 3		1,467 feet of 8inch sewer			6 manholes	
Vote on Motion	Mr. Ward	Aye	Mr. Wuertz	Aye	Mrs. Martin	Aye

RESOLUTION NO. 02-982

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR  
SUMMIT HOMES 8” SANITARY SEWER EXTENSION; SCIOTO RESERVE-SECTION 4-PHASE  
10; GLEN OAK SECTION 1 AND GENOA FARMS SECTION 3-PHASES A, B AND C:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve sanitary sewer plans for Summit Homes 8” Sanitary Sewer Extension; Scioto Reserve-Section 4-Phase 10; Glen Oak Section 1 And Genoa Farms Section 3- Phases A, B And C for 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
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RESOLUTION NO. 02-983

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR  
RIVER’S EDGE AT ALUM CREEK SECTION 2; NEW HIGH SCHOOL TUSSIC ROAD SITE-  
PHASE 2 (WESTERVILLE CITY SCHOOLS) AND WALNUT WOODS SECTION 1:

It was moved by Mr. Ward, seconded by Mrs. Martin to accept the following Sanitary Subdivider’s Agreements:

River’s Edge At Alum Creek Section 2

SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 29<sup>th</sup> day of July 2002, by and between Centex Homes, Inc., SUBDIVIDER, as evidenced by the **River’s Edge At Alum Creek Section 2** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$120,950.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **41** 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 (**\$85,000.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

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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 **\$6,000.00**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and 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.

**New High School Tussic Road Site-Phase 2 (Westerville City Schools)**

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

THIS AGREEMENT executed on this 29<sup>th</sup> day of July 2002, by and between **Westerville City Schools.**, as evidenced by the New High School Tussic Road Site-Phase 2 (Westerville City Schools) Sanitary sewer improvements and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of 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 (**\$39,500.00**) which is acceptable

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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 **\$3,160.00**, 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,

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provisions, and requirements of this AGREEMENT.

Walnut Woods Section 1

SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 29<sup>th</sup> day of July 2002, by and between Centex Homes, Inc., SUBDIVIDER, as evidenced by the Walnut Woods Section 1 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$26,550.00, representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 9 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 (\$44,125.00) 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 \$3,100.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00  
CAMERA TRUCK \$150.00

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

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

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

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



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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.

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

RESOLUTION NO. 02-984

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR THE FACILITIES DEPARTMENT:

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

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
10011105-5801	29240402-4601	\$ 10,703.48
Gen Fund/Facilities - Transfers	M&G - Transfer-in	

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

RESOLUTION NO. 02-985

IN THE MATTER OF APPROVING ESTABLISHING A NEW DEPARTMENT AND A SUPPLEMENTAL APPROPRIATIONS FOR RAILROAD TASK FORCE:

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

NEW FUND	FUND NAME:
10011313	Railroad Task Force

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
10011313-520	Mat. And Supplies	\$ 1,000.00
10011313-530	Services and Charges	\$ 500.00

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

RESOLUTION NO. 02-986

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Chad Swank has accepted the position of Telecommunications Operator II with the 9-1-1 Department; effective date August 12, 2002.

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Rhonda Rose has accepted the promotion of Telecommunications Operator II with the 9-1-1 Department; effective date July 29, 2002.

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

RESOLUTION NO. 02-987

IN THE MATTER OF AUTHORIZING A MEMO TRANSFER FOR THE PAYMENT OF COSTS ASSOCIATED WITH THE SERVICE CONTRACTS BETWEEN DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND THE CLERK OF COURTS; JUVENILE COURT; COMMON PLEAS COURT I AND II:

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

WHEREAS, Delaware County Child Support Enforcement Agency has entered into service contracts with the Clerk of Court; Juvenile Court; and the Court of Common Pleas I and II, and

WHEREAS, the Delaware County General Fund is responsible for one-third of the costs associated with the of the contracts

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

- 1. That the Board hereby authorizes the County Administrator to submit a monthly memo transfer request from the County General Fund to the appropriate Court for one-third of the amount of the invoice for each contract
- 2. That the Board hereby authorizes the County Auditor’s office to process memo transfer requests as submitted in accordance above named departments and the amounts authorized by the County Administrator.

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

RESOLUTION NO. 02-988

7:30 PM PUBLIC HEARING IN CONNECTION WITH THE ISSUANCE OF REVENUE BONDS OF THE RICKENBACKER PORT AUTHORITY, OHIO; AND AUTHORIZING OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BOND:

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

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

RESOLUTION NO. 02-989

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR THE ISSUANCE OF REVENUE BONDS OF THE RICKENBACKER PORT AUTHORITY, OHIO; AND AUTHORIZING OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BOND:

It was moved by Mr. Ward, seconded by Mrs. Martin to close the Hearing at 7:45PM.

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

RESOLUTION NO. 02-990

RESOLUTION AUTHORIZING THE COUNTY OF DELAWARE, OHIO TO EXECUTE AND DELIVER A CONTRACTING POLITICAL SUBDIVISIONS AGREEMENT AND GIVING APPLICABLE ELECTED REPRESENTATIVE APPROVAL IN CONNECTION WITH THE ISSUANCE OF REVENUE BONDS OF THE RICKENBACKER PORT AUTHORITY, OHIO; AND AUTHORIZING OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS:

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

WHEREAS, Partnership Equities, Inc., an Ohio corporation, through its affiliates (collectively, the "Borrower") owns and operates multifamily housing facilities constituting "housing" under Section 133.51, Ohio Revised Code and “port authority facilities” under Section 4582.21(E), Ohio Revised Code, including those multifamily housing facilities in Delaware County commonly known as Delaware Village (the “Local Facilities”); and

WHEREAS, pursuant to Section 4582.431(B), Ohio Revised Code, a county, constituting a contracting

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subdivision under Section 4582.21(K), Ohio Revised Code, may enter into an agreement with a port authority and one or more other contracting subdivisions, whereby the port authority or any contracting subdivision undertakes, and is authorized by the port authority or any contracting subdivision, to exercise any power, perform any function, or render any service, on behalf of the port authority or a contracting subdivision, which the port authority or the contracting subdivision is authorized to exercise, perform or render; and

WHEREAS, the Rickenbacker Port Authority, Ohio (the "Issuer"), this County and the Counties of Champaign, Miami, Montgomery, Pike and Preble, Ohio (collectively with the Issuer, the "Contracting Subdivisions") desire to enter into a Contracting Political Subdivisions Agreement pursuant to Section 4582.431, Ohio Revised Code, for the purpose of financing and refinancing through the Issuer, the acquisition, construction, renovation, installation and equipping of multifamily housing facilities, located within the jurisdictions of the Contracting Subdivisions, including the reimbursement of costs advanced for those purposes (the "Projects"); and

WHEREAS, the Issuer anticipates issuing its revenue bonds in one or more series (the "Bonds") to finance and refinance the costs of such facilities owned or to be owned by the Borrower, including the Local Facilities, located in the jurisdictions of the Contracting Subdivisions and anticipates in particular issuing its Multifamily Housing Revenue Bonds, Series 2002 (Partnership Equities, Inc. Projects) (the "Series 2002 Bonds") in one or more series for such purposes; and

WHEREAS, it is necessary and desirable in connection with the issuance of the Bonds and for the public purpose hereinbefore recited to authorize the Contracting Political Subdivisions Agreement;

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires that prior to their issuance, the Series 2002 Bonds must be approved by the "applicable elected representative" as defined therein, which approval must be given by this Board with respect to the portion of the Projects within the County, and a public hearing was held by this Board in connection with the issuance of the Series 2002 Bonds on this date after publication of notice, a copy of the affidavit of publication of which has been submitted to this Board;

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

SECTION 1. That at least two members of this Board be and they are hereby authorized and directed to execute and deliver on behalf of the County a Contracting Political Subdivisions Agreement with the Contracting Subdivisions, for the purpose of permitting the Issuer to issue revenue bonds to finance and refinance the acquisition, construction, renovation, installation and equipping of multifamily housing facilities within the jurisdictions of the Contracting Subdivisions, including the Local Facilities.

SECTION 2. That the Contracting Political Subdivisions Agreement shall be substantially in the form presented to this Board and on file with the Clerk of this Board, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of the Contracting Political Subdivisions Agreement as aforesaid, and it is hereby determined that the Contracting Political Subdivisions Agreement will promote the public purposes set forth in Article VIII, Section 16, Ohio Constitution, by enhancing the availability of adequate housing and improving the economic and general well-being of the citizens served by the Contracting Subdivisions, that any contribution made by the County under the Contracting Political Subdivisions Agreement will be fair consideration for value and benefit to be derived by the County under the Contracting Political Subdivisions Agreement, and that the County will be duly benefited thereby.

SECTION 3. That the Bonds issued under the authority of the Contracting Political Subdivisions Agreement shall not be, and are not, general obligations, debt or bonded indebtedness of the County or any Contracting Subdivision and the holders or owners of such Bonds shall not have the right to have excises or taxes levied by the County or any Contracting Subdivision for the payment of principal of, or interest or premium, if any, on such Bonds. Such payment shall be made only from funds provided by the Borrower or its subsidiaries and affiliates.

SECTION 4. That any member of this Board be and hereby is authorized to execute and deliver on behalf of the County such other certificates, documents and instruments in connection with the issuance and public sale of the Bonds issued from time to time under authority of the Contracting Political Subdivisions Agreement, and the delivery of the Contracting Political Subdivisions Agreement, as may be required, necessary or appropriate, including, without limitation, applicable elected representative approvals and transcript certificates. Such documents, including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution thereof by the proper officer of this Board.

SECTION 5. That this Board, as the "applicable elected representative" of the County for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves the issuance of the Series 2002 Bonds in the maximum principal amount of \$20,000,000. Based upon information provided by the Borrower, it is anticipated that the proceeds of the Series 2002 Bonds will be used to finance and refinance the costs of the acquisition, renovation, installation and equipping of multifamily rental housing facilities located in

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several Ohio communities, including a 40-unit facility commonly known as Delaware Village Apartments located at 675 Fern Drive, Delaware, Ohio, and that the Projects shall be owned by the Borrower and managed by Wallick Properties, Inc.

SECTION 6. That the provisions of this Resolution are hereby declared to be severable and, if any section, phrase or provision shall, for any reason, be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Resolution.

SECTION 7. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code, and the rules of this Board in accordance therewith.

**CONTRACTING POLITICAL SUBDIVISIONS AGREEMENT  
AMONG THE RICKENBACKER PORT AUTHORITY AND THE  
COUNTY OF CHAMPAIGN, COUNTY OF DELAWARE, COUNTY OF MIAMI, OHIO,  
COUNTY OF MONTGOMERY, OHIO, COUNTY OF PIKE, OHIO AND  
COUNTY OF PREBLE, OHIO**

THIS CONTRACTING POLITICAL SUBDIVISIONS AGREEMENT (the "Agreement") is made and entered into as of the 1st day of July, 2002, by and among the RICKENBACKER PORT AUTHORITY (the "Issuer") and the COUNTY OF CHAMPAIGN, OHIO, COUNTY OF DELAWARE, OHIO, COUNTY OF MIAMI, OHIO, COUNTY OF MONTGOMERY, OHIO, COUNTY OF PIKE, OHIO and COUNTY OF PREBLE, OHIO, each being a political subdivision of the State of Ohio constituting a "contracting subdivision" as that term is defined in Section 4582.21(K), Ohio Revised Code (collectively with the Issuer, the "Contracting Subdivisions"), which have heretofore adopted or will adopt appropriate resolutions or ordinances approving this Agreement and participation in a financing program (the "Program") for the benefit of Partnership Equities, Inc., an Ohio corporation, and its affiliates (collectively, the "Borrower") in order to finance and refinance multifamily housing facilities constituting "port authority facilities," as that term is defined in Section 4582.21(E), Ohio Revised Code, and "housing" pursuant to Section 133.51, Ohio Revised Code, located within the jurisdictions of the Contracting Subdivisions;

WHEREAS, pursuant to Article VIII, Section 16, Ohio Constitution, and the laws of the State of Ohio, and particularly Chapter 4582, Ohio Revised Code, port authorities are authorized to issue revenue bonds for the purpose of paying the cost of port authority facilities, including real and personal property financed by a port authority in furtherance of its authorized purpose of enhancing and fostering housing and the activities authorized by Section 16 of Article VIII, Ohio Constitution, and to loan the proceeds thereof to any person or governmental entity for the acquisition, construction, furnishing and equipping of port authority facilities; and

WHEREAS, pursuant to Article VIII, Section 16, Ohio Constitution, and the laws of the State of Ohio, and particularly Section 133.51, Ohio Revised Code, counties are authorized to issue revenue bonds for the purpose of providing or assisting in providing housing; and

WHEREAS, pursuant to Section 4582.431(B), Ohio Revised Code, a county, constituting a contracting subdivision under Section 4582.21(K), Ohio Revised Code, may enter into an agreement with a port authority and one or more other contracting subdivisions, whereby the port authority or any contracting subdivision undertakes, and is authorized by the port authority or any contracting subdivision, to exercise any power, perform any function, or render any service, on behalf of the port authority or a contracting subdivision, which the port authority or the contracting subdivision is authorized to exercise, perform or render; and

WHEREAS, it is determined and declared that it is necessary and for the best interests of the citizens, residents, and inhabitants of the respective jurisdictions served by the Contracting Subdivisions, that the Contracting Subdivisions cooperate in taking action to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the jurisdictions served by the Contracting Subdivisions by the adoption and implementation of the Program, so that the Borrower, which owns or leases, or intends to own or lease, multifamily housing facilities located within the jurisdictions of the Contracting Subdivisions, may finance and refinance the costs of such facilities, including the reimbursement of such costs; and

WHEREAS, it is necessary, desirable, and authorized by Chapter 4582, Ohio Revised Code, that such Contracting Subdivisions approve the issuance by the Issuer of revenue bonds to provide funds needed for the Program; and

WHEREAS, it is deemed advisable that the Contracting Subdivisions enter into this Agreement to provide for the issuance of revenue bonds to finance the Program and this Agreement and the Program will promote the public purposes stated in Article VIII, Section 16, Ohio Constitution; and

WHEREAS, pursuant to the Program, the Issuer intends to issue its revenue bonds in one or more series, and may from time to time determine to issue additional revenue bonds, in order to finance and refinance the costs

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of multifamily housing facilities, for the benefit of the Contracting Subdivisions;

NOW, THEREFORE, THE RICKENBACKER PORT AUTHORITY AND THE COUNTY OF CHAMPAIGN, OHIO, COUNTY OF DELAWARE, OHIO, COUNTY OF MIAMI, OHIO, COUNTY OF MONTGOMERY, OHIO, COUNTY OF PIKE, OHIO AND COUNTY OF PREBLE, OHIO:

ARTICLE I  
ISSUANCE OF BONDS BY CONTRACTING SUBDIVISIONS

The Contracting Subdivisions hereby jointly associate for the purpose of authorizing the Issuer to issue revenue bonds (the “Bonds”) to finance the Program (as defined in the Preambles hereto) within their respective jurisdictions, pursuant to Chapter 4582, Ohio Revised Code, under the name of the Issuer.

The multifamily housing facilities in each jurisdiction financed from the proceeds of the Bonds have been or shall be owned by or leased to the Borrower and the proceedings authorizing such Bonds may provide for the pledging of all or any part of the loan or lease payments and the investment income therefrom, to be received by or on behalf of the Contracting Subdivisions pursuant to any loan agreement or lease agreement entered into in connection with the issuance of the Bonds, and such proceedings may provide that, as security for the Bonds, such Contracting Subdivisions agree to pledge, and/or grant security interests in such loan or lease payments, and in any other funds or revenues contributed to or received by the Contracting Subdivisions in connection with the Program; such pledged payments to be assigned to the Issuer and/or a financial institution serving as trustee for the holders of such Bonds.

The Contracting Subdivisions specifically authorize the Issuer to act on behalf of the Contracting Subdivisions, in carrying out all actions and executing all documentation necessary to implement the Program and issue the Bonds, including the execution of a trust indenture with a trustee (the “Trustee”) to authorize and secure the Bonds, and the Issuer hereby accepts its appointment to act on behalf of all the Contracting Subdivisions in such capacity.

ARTICLE II  
ADDRESSES AND PLACES OF BUSINESS

The principal offices and places of business of the Contracting Subdivisions shall be as follows:

Issuer:  
Rickenbacker Port Authority  
7400 Alum Creek Drive  
Columbus, Ohio 43217  
Attn: Albert Iacovone, Development Director

County of Champaign, Ohio:  
Board of County Commissioners  
1512 S. US 68 –Suite A100  
Urbana, Ohio 43078-1677  
Attn: Clerk, Board of County Commissioners

County of Delaware, Ohio:  
Board of County Commissioners  
101 North Sandusky Street  
Delaware, Ohio 43015-1732  
Attn: Clerk, Board of County Commissioners

County of Miami, Ohio:  
Board of County Commissioners  
201 West Main Street  
Troy, Ohio 45373-2363  
Attn: Clerk, Board of County Commissioners

County of Montgomery, Ohio:  
Board of County Commissioners  
P.O. Box 972451 West Third Street  
Dayton, Ohio 45422-1110  
Attn: Clerk, Board of County Commissioners

County of Pike, Ohio:  
Board of County Commissioners  
100 East Second Street  
Waverly, Ohio 45690-1398  
Attn: Clerk, Board of County Commissioners

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County of Preble, Ohio:  
Board of County Commissioners  
101 East Main Street  
Eaton, Ohio 45320-1791  
Attn: Clerk, Board of County Commissioners

ARTICLE III  
DURATION; ADDING CONTRACTING SUBDIVISIONS

This Agreement shall be effective from and after its execution by the Contracting Subdivisions. The duration of this Agreement from and after said effective date shall be until the date of final payment and retirement of all Bonds issued by the Issuer pursuant to this Agreement and the satisfaction by the Contracting Subdivisions of all obligations and commitments of said Contracting Subdivisions pertaining to the Bonds. Pursuant to this Agreement the Issuer may issue one or more series of Bonds which are in furtherance of the Program for an indefinite term.

Other contracting subdivisions, as defined in Section 4582.21(K), Ohio Revised Code, may be added as parties to this Agreement with the consent of the Issuer and thereby become Contracting Subdivisions. Notwithstanding Article VII, the approval of the other Contracting Subdivisions shall not be required to add a contracting subdivision as a Contracting Subdivision, but such new Contracting Subdivision must have within its jurisdiction multifamily housing facilities which are owned by or leased to the Borrower.

ARTICLE IV  
NO SEPARATE GOVERNING BODY; COSTS

There shall be no separate governing body of this Agreement. The Agreement is undertaken by the Contracting Subdivisions in order to finance the acquisition, construction and equipping of multifamily housing facilities within the jurisdictions of the Contracting Subdivisions in an economic and efficient manner, with all proceedings and documents being signed by authorized representatives of the Issuer, and the Bonds may be executed with the manual or facsimile signature of the appropriate official or officials of the Issuer. The financing and staffing for the Program shall be provided from the proceeds from the sale of the Bonds, earnings thereon, loan or lease payments from the Borrower and fees paid in connection with the Program, and the Contracting Subdivisions shall not be obligated to provide funds for the Program from any other sources, and shall not be required to establish and maintain a budget for the Program.

ARTICLE V  
PURPOSE; OBJECTS; POWERS

The purpose of this Agreement, its objects, and the joint powers of the Contracting Subdivisions hereunder, shall be as follows:

- (a) To adopt the Program, as set out in the Preambles hereto, and to take such steps as may be deemed to be reasonably necessary for the enhancement of the availability of adequate housing and to improve the economic and general well-being of the citizens and inhabitants of the jurisdictions served by the Contracting Subdivisions in connection therewith.
- b) To finance the Program through the issuance of revenue bonds under Section 4582.48, Ohio Revised Code, by the Issuer, to pay the costs of multifamily housing facilities located within the jurisdictions of the Contracting Subdivisions, and to evidence such obligations in any legal manner.
- (c) To cooperate with each other and with any other governmental agency in accomplishing any of the stated purposes of this Agreement, including the holding of public hearings.
- (d) To do all of the foregoing and generally to take any and all action necessary and incident to the general purposes of this Agreement and as may be necessary or desirable to carry out the purposes of the Program.
- (e) No Contracting Subdivision shall have any power to issue certificates or shares or declare dividends, and this Agreement is not formed for and shall not be operated for profit of any private individual, partnership, corporation, or other entity, but is created solely to carry out the purposes and to exercise the powers set out above.

ARTICLE VI  
GENERAL PROVISIONS

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The parties further agree to the following general provisions:

**(a) Prohibition of Arbitrage.**

The Contracting Subdivisions agree that sums derived from the proceeds of the Bonds, and from the revenues, bonds, assets and loan or lease payments pledged to the Bonds, shall not be used or invested in a manner which would cause such Bonds to be treated as "arbitrage bonds" within the meaning of Sections 103(b)(2) or 148 of the Internal Revenue Code of 1986, as amended.

**(b) Limitation on Use of Proceeds of Bonds and Revenues Derived in Connection with the Issuance of Revenue Bonds.**

All of the proceeds of the Bonds and of the loan or lease payments shall be used exclusively for the purposes herein set out, including payment of expenses incidental thereto; no part of the proceeds of the Bonds, the investment income derived therefrom, or the revenues securing the Bonds shall inure to the benefit of any representative of any of the Contracting Subdivisions, and shall not inure to the benefit of any private shareholder or individual.

**(c) Limitation Regarding Responsibilities of Contracting Subdivisions.**

The Contracting Subdivisions, other than the Issuer, shall have no responsibility for, and make no representations in connection with, the issuance of Bonds and the compliance with federal and state law, including, without limitation, the provisions of Section 4582.37 of the Ohio Revised Code, in connection therewith; provided that the Issuer shall have only those responsibilities, in connection with the issuance of Bonds, specifically set forth in the documents delivered by the Issuer in connection with the issuance of such Bonds.

No covenant, stipulation, obligation or agreement of the Contracting Subdivisions contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Contracting Subdivision in other than that person's official capacity. Neither the officers or members of the Board of County Commissioners or other legislative authority of the Contracting Subdivisions nor any official executing the Bonds, this Agreement or any amendment or supplement hereto or thereto shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance or execution hereunder or thereof.

**ARTICLE VII**

**TERMINATION OF AGREEMENT; WITHDRAWAL OF CONTRACTING SUBDIVISIONS;  
AMENDMENTS**

(a) Any Contracting Subdivision may terminate this Agreement and withdraw from the proposed Program at any time prior to the issuance of the Bonds or other obligations of the Contracting Subdivisions, upon thirty days' written notice to the other Contracting Subdivisions, and may otherwise withdraw upon such Notice upon the following conditions:

(1) Such termination at that time shall not, in the opinion of nationally recognized Bond Counsel, constitute an act of default in connection with any outstanding bonds, or any obligation(s) of such terminating Contracting Subdivision under any agreement with any of the other Contracting Subdivisions; and

(2) Provisions as to the written satisfaction of the rights of bondholders and the other Contracting Subdivisions, by the Bond Counsel employed by the Issuer, shall be made for the protection of bondholders and of the Trustee designated in the proceedings authorizing such bonds;

(b) Provided, further, that the Contracting Subdivisions shall have the right at any time, to agree on any other method of partial or complete termination, to whatever extent may be permissible, in the opinion of Bond Counsel and the Program's investment banker, without adversely affecting the rating or status of the Bonds, the excludability of interest thereon from taxation, or other rights of bondholders; and

(c) This Agreement may be amended at any time, including, without limitation, amendments which add additional contracting subdivisions as parties to this Agreement, in accordance with Article III hereof.

**ARTICLE VIII**

**BONDS SHALL NOT CONSTITUTE GENERAL OBLIGATION  
INDEBTEDNESS OF CONTRACTING SUBDIVISIONS, AND NO  
OFFICIAL SHALL HAVE ANY PERSONAL LIABILITY FOR  
BONDS OR ANY INDEBTEDNESS IN CONNECTION THEREWITH**

Bonds issued pursuant to this Agreement shall be revenue obligations of the Issuer, payable solely from

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and secured by a pledge of the proceeds of the Bonds until disbursed, the investment of such proceeds (including loans purchased with such proceeds), and all revenues, funds, proceeds of insurance, and other assets pledged under the trust indenture authorizing and securing the Bonds, which amount shall be pledged to be set aside as a special fund or funds for that purpose, and such Bonds shall not constitute general obligations, debt or bonded indebtedness of the Issuer or any Contracting Subdivision within the meaning of the Constitution and laws of the State of Ohio and the holders or owners thereof shall not be given the right, and shall have no right, to have excises or taxes levied for the payment of bond service charges.

None of the officials of the Contracting Subdivisions, or of any of the members of the legislative bodies of the jurisdictions served by the Contracting Subdivisions or their officers or employees, shall be liable in their personal capacities on such Bonds, bond proceedings, other agreements or the contract created pursuant to this Agreement.

This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original constituting but one and the same instrument.

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

There being no further business the meeting adjourned.

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Deborah B. Martin

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James D. Ward

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Donald E. Wuertz

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Letha George, Clerk to the Commissioners