

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 8, 2003

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

Present: Kristopher W. Jordan, Deborah B. Martin, James D. Ward

- 8:00 AM Prosecutor Session
- 8:30 AM Executive Session
- 9:30 AM Public Hearing (#2) – Request by the Columbus, Zoological Park Association, Inc. for Issuance of Tax Exempt Economic Development Revenue Bonds by Delaware County to Facilitate the Zoo’s Future Development Plans
- 9:45 AM Public Hearing In Connection With The Issuance Of Hospital Facilities Revenue Bonds (The Children's Hospital Project)
- 10:00 AM Bid Opening Date And Time For Snow Removal Services For Delaware County
- 10:00 AM Bid Opening Date And Time For The Project Known As Liberty North Bridges (50 Channing Street)

RESOLUTION NO. 03-1173

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn into Executive Session at 8:40AM.

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

RESOLUTION NO. 03-1174

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn out of Executive Session at 8:57AM.

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

PUBLIC COMMENT

RESOLUTION NO. 03-1175

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 4, 2003 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held September 4, 2003 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 03-1176

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR095A AND CMPAPR095B:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR095A and CMAPR09B and Purchase Orders and Vouchers as listed below:

PO’s

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Verizon	Maintenance Contract	10011304-5325	\$ 15,799.80
Verizon	Maintenance Contract	21411306-5325	\$ 15,799.80
Defense Tech Corp of Amer	EMS PPE	21511309-5260	\$ 22,871.23
Defense Tech Corp of Amer	EMS PPE	10011303-5260	\$ 2,800.00
Defense Tech Corp of Amer	EMS PPE	21511312-5260	\$ 6,494.59

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Defense Tech Corp of Amer	FIRE 1 PPE	21511309-5260	\$	28,457.52
Defense Tech Corp of Amer	FIRE 1 PPE	21511310-5260	\$	14,156.48
Medical Priority Consultants	Emergency Medical Dispatch System	21411306-5450	\$	125,000.00
Weller & Assoc Inc.	Perry Taggart Phase 2 & 3 Survey	65511918-5301	\$	135,559.70
Village of Galena	Reimbursement for sewer Billing	65411907-5319	\$	14,454.87
City of Dublin	Reimbursement for sewer Billing	65211905-5319	\$	19,891.11
Increase				
Chris Burchinal	Public Defender	10011202-5301	\$	8,000.00
AEP	EMS Utility	10011303-533833802	\$	4,000.00
Cottingham Paper	Cleaning Supplies	10011303-52222201	\$	4,000.00
Vouchers				
State of OH Treasurer	State Audit	10011102-5301	\$	25,023.29
Quality Control Inspection	Inspection	65111904-5301	\$	28,832.00
Quality Control Inspection	Inspection	65111904-5301	\$	12,728.00
Inc.				
AEP	Service	65211905-533833802	\$	32,788.35
US Filter	Bioxide Chemicals	65211905-5290	\$	6,963.25
Golden Star Services Inc.	Asphalt Work 50 Channing	10011105-5410	\$	6,935.98

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

RESOLUTION NO. 03-1177

IN THE MATTER OF CHANGING THE LOCATION OF THE SEPTEMBER 15, 2003, COMMISSIONER'S SESSION TO THE DELAWARE COUNTY FAIRGROUNDS:

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

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

RESOLUTION NO. 03-1178

IN THE MATTER OF CHANGING THE STARTING TIME FOR THE SEPTEMBER 18, 2003, COMMISSIONER'S SESSION TO 8:00AM:

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

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

RESOLUTION NO. 03-1179

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Tracey Merrin and Celia Vail attend an Ohio State Apprenticeship Conference in Akron, Ohio September 18 to 19, 2003, at the cost of \$388.11.

The Department of Job and Family Services is requesting that Julie King and Sharon Lloyd attend an Ohio Statewide refugees and immigrants Conference in Columbus, Ohio September 24 to 25, 2003, at the cost of \$20.00.

The Child Support Enforcement Agency is requesting that Regina Prouty and Sandee Pinnick attend a Regional Interstate Conference at Maumee State Park September 25 to 26, 2003, at the cost of \$308.50.

The Emergency Services Department is requesting that John Tracy attend an Excelling As A First Time Supervisor Seminar in Columbus, Ohio November 18, 2003, at the cost of \$199.00.

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

RESOLUTION NO. 03-1180

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 25.372 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

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

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Whereas on August 8, 2003, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Crabbe, Brown and James LLP, agent for the petitioners, of 25.372 Acres, more or less, in Delaware Township to the City of Delaware.

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Delaware.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 25.372 Acres, more or less, in Delaware Township to the City of Delaware.

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

RESOLUTION NO. 03-1181

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, RICHARD C. BRAHM, REQUESTING ANNEXATION OF 10.912 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:

It was moved by Mrs. Martin, seconded by Mr. Ward to acknowledge that on September 2, 2003, the Clerk to the Board of Commissioners received an annexation petition request to annex 10.912 acres from Orange Township to the City of Columbus.

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

RESOLUTION NO. 03-1182

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE RECORDER’S OFFICE:

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

SUPPLEMENTAL APPROPRIATION

	AMOUNT
24113102-5335 Recorder Equipment Fund/Rental Services	\$95,000.00

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

RESOLUTION NO. 03-1183

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR SHERMAN LAKES SECTION 1 AND AFRICA ROAD WIDENING FOR SHERMAN LAKES:

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

Sherman Lakes Section 1

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 8th day of September 2003, between **T&R PROPERTIES**, as evidenced by the **SHERMAN LAKES 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 8/27/03, 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

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

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

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

THIS AGREEMENT made and entered into this 8th day of September 2003, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **T&R PROPERTIES**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**AFRICA ROAD WIDENING FOR SHERMAN LAKES**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. 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**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **ONE HUNDRED FIFTY-ONE THOUSAND TWO HUNDRED DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".
4. The **SUBDIVIDER** shall deposit **TWELVE THOUSAND ONE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2004**.
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.

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

RESOLUTION NO. 03-1184

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR SCIOTO RESERVE SECTION 4, PHASE 9:

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

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 2004 construction season.

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at **\$47,100** for the duration of the one year maintenance period. A Letter of Credit in that amount is available. He also request approval to return the Letter of Credit being held as construction surety to the developer, Homewood Corporation.

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

RESOLUTION NO. 03-1185

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

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

Permit #	Applicant	Location	Type of Work
U03133	American Electric Power	Africa Road	Extend overhead electric line
U03137	Columbia Gas	Tartan Fields 15	Install gas main
U03138	Columbia Gas	Owenfield Drive	Install gas main

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

RESOLUTION NO. 03-1186

IN THE MATTER OF APPROVING THE TECHNICAL SERVICE SUPPORT AGREEMENT BETWEEN MEDTRONIC PHYSIO-CONTROL CORPORATION AND THE DELAWARE COUNTY SHERIFF'S OFFICE:

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

TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:

End User # 12669801	Bill to # 12669801
DELAWARE CO SHERIFF OFFICE	DELAWARE CO SHERIFF OFFICE
844 US 42 NORTH	844 US 42 NORTH
DELAWARE, OH 43015	DELAWARE, OH 43015

This Technical Service Support Agreement begins on 2/1/03 and expires on 1/31/05.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Medtronic Physio-Control Corp.'s Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$10,620.00 per term, payable in Annual installments.

Special Terms: NONE

**MEDTRONIC PHYSIO-CONTROL CORP.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A**

Contract Number:

Servicing Rep: GARY PAYNE, EALL59
District: GREAT LAKES
Phone: 800-442-1142 X2397
FAX: 800-772-3340

Equipment Location: DELAWARE CO SHERIFF OFFICE, 12669801
Scope of Service LP500 Gold Plan

Model	Part Number	Serial Number	Ref Line	Effective Date	Exp. Date	Total Inspections
LIFEPAKâ500	3005400-009	8528013	10	2/1/2003	1/31/2005	2
LIFEPAKâ500	3005400-009	8528023	2	2/1/2003	1/31/2005	2
LIFEPAKâ500	3005400-009	8528022	3	2/1/2003	1/31/2005	2
LIFEPAKâ500	3005400-009	8528021	4	2/1/2003	1/31/2005	2
LIFEPAKâ500	3005400-009	8528020	5	2/1/2003	1/31/2005	2
LIFEPAKâ500	3005400-009	8528018	6	2/1/2003	1/31/2005	2
LIFEPAKâ500	3005400-009	8528017	7	2/1/2003	1/31/2005	2
LIFEPAKâ500	3005400-009	8528024	1	2/1/2003	1/31/2005	2
LIFEPAKâ500	3005400-009	8528014	9	2/1/2003	1/31/2005	2
LIFEPAKâ500	3011790-000114	13502536	18	2/1/2003	1/31/2005	2
LIFEPAKâ500	3005400-009	3539195	11	2/1/2003	1/31/2005	2
LIFEPAKâ500	3005400-009	2374613	12	2/1/2003	1/31/2005	2
LIFEPAKâ500	3011790-000113	13999465	13	2/1/2003	1/31/2005	2

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LIFEPAK®500	3011790-000113	13999466	14	2/1/2003	1/31/2005	2
LIFEPAK®500	3011790-000113	13999467	15	2/1/2003	1/31/2005	2
LIFEPAK®500	3011790-000113	13999468	16	2/1/2003	1/31/2005	2
LIFEPAK®500	3011790-000113	13999469	17	2/1/2003	1/31/2005	2
LIFEPAK®500	3005400-009	8528015	8	2/1/2003	1/31/2005	2

**Denotes an inventory line that has changed since the last contract revision or addendum.

**MEDTRONIC PHYSIO-CONTROL CORP.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B**

LIFEPAK® 500 AED GOLD SERVICE PLAN

- Unless otherwise expressly stated herein, the terms of this plan extend only to the original First Owner* of the LIFEPAK® 500 AEDs expressly identified in Schedule A to the Technical Service Support Agreement (“LIFEPAK 500 AED”).
- Medtronic Physio-Control will inspect LIFEPAK 500 AEDs on Monday through Friday, 8am to 5pm (excluding holidays). Medtronic Physio-Control will, as part of such inspections and with respect to each LIFEPAK 500 AED so inspected, replace up to a maximum of 1 set of Medtronic Physio-Control brand electrodes free-of-charge if the “use before dates” of such electrodes have expired or will expire prior to the next inspection of such LIFEPAK 500 AED. Medtronic Physio-Control service representative travel is free-of-charge if less than 50 miles from the service representative’s place of business. Service representative travel over 50 miles is charged at Medtronic Physio-Control’s applicable zone fees.
- Labor for repairs or replacements involving any LIFEPAK 500 AED that are not covered by the terms of the express warranty provided by Medtronic Physio-Control with such LIFEPAK 500 AED shall be charged by Medtronic Physio-Control at its then current labor rate less 10%. Parts required for such repairs or replacements will be charged at Medtronic Physio-Control’s then current list price for the parts less 15%. Replacement units will be loaned, free-of-charge, if and while a LIFEPAK 500 AED is removed from First Owner’s premises by Medtronic Physio-Control for repair or replacement. In the event of repairs or replacement caused by improper handling, improper storage or misuse, Medtronic Physio-Control shall charge First Owner for such repairs or replacement (including replacement units) at Medtronic Physio Control’s then current rates.
- Selected accessories, including electrodes, that are available for use with the LIFEPAK 500 AEDs shall be charged at Medtronic Physio-Control’s then current list price for such accessories less 10% and Medtronic Physio-Control’s Data Management Products (as defined by Medtronic Physio-Control) shall be charged at Medtronic Physio-Control’s then current list price less 17%.
- First Owner shall be responsible for performing Medtronic Physio-Control Battery Pak maintenance and evaluation procedures related to Medtronic Physio-Control Battery Paks and as outlined in the LIFEPAK 500 AED Operating Instructions. First Owner shall also be responsible for notifying Medtronic Physio-Control in writing of any failure of any Battery Pak to meet the performance tests or criteria described in such Operating Instructions or if the age of any Battery Pak exceeds 2 years (including prior support/service plan periods) in the case of lithium ion batteries. If First Owner so notifies Medtronic Physio-Control, Medtronic Physio-Control will replace such Battery Pak, up to a maximum of 2 sealed lead-acid batteries every 2 years or 1 lithium ion battery every 3 years for each LIFEPAK 500 AED. Except for the obligations assumed by Medtronic Physio-Control in this paragraph, First Owner shall immediately remove from service, properly discard (recycle) and replace any Battery Paks that fail to meet battery performance test or criteria. To assist in proper recycling and removal of low capacity Battery Paks, replaced Battery Paks become the property of Medtronic Physio-Control and must be returned, free-of-charge, to Medtronic Physio-Control at the time of the exchange.
- Only batteries manufactured by Medtronic Physio-Control are covered under this service agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this service agreement. Medtronic Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non Medtronic Physio-Control battery. Repairs and inspections performed under this agreement meet original equipment manufacturer’s product specifications only when operating with a Medtronic Physio-Control battery. Any repairs, as determined by a Medtronic Physio-Control Service representative, resulting from the use of a non-Medtronic Physio-Control battery will be billed at our standard list prices for parts and labor, including actual travel charges incurred.
- Medtronic Physio-Control will, subject to the terms of this LIFEPAK 500 AED GOLD SERVICE PLAN, indemnify, defend, save and hold harmless First Owner of a LIFEPAK 500 AED from any and all

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liability, loss, costs, expenses, judgments, claims, liens, and demands arising directly from personal injuries to patients which occur during the use of such LIFEPAK 500 AED on such patients and which are directly caused by any act or failure to act on the part of First Owner in its use of such LIFEPAK 500 AED on such patients (except for grossly negligent or intentional acts or failures to act or the failure of First Owner to fulfill its obligations described above regarding Battery Paks) (collectively referred to as "Claims") provided that:

- 1) All of the users of a LIFEPAK 500 AED with respect to which indemnification is sought have (i) successfully completed a training course conducted by a properly qualified trainer teaching a course meeting nationally authorized standards such as The American Heart Association, The American Red Cross, The National Safety Council or The Canadian Heart and Stroke Foundation to conduct such training and, (ii) received in-service training in the use of the LIFEPAK 500 AED.
- 2) a LIFEPAK 500 AED GOLD or SILVER SERVICE PLAN has been in continuous force, with no lapse, from the date of purchase of the LIFEPAK 500 AED (or the first date upon which a LIFEPAK 500 AED GOLD or SILVER SERVICE PLAN was offered to First Owner, if such plan was not available at the time of purchase of the LIFEPAK 500 AED) through the date of the event for which indemnification is sought or Medtronic Physio-Control has inspected a LIFEPAK 500 and determined that it is in proper working order and may be covered by a LIFEPAK 500 AED GOLD or SILVER SERVICE PLAN;
- 3) First Owner immediately notifies Medtronic Physio-Control in writing at the following address of any Claim and any event that First Owner has reason to believe may result in a Claim:

Medtronic Physio-Control
 11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706
 Attn: General Counsel;

- 4) Medtronic Physio-Control has sole management of the defense and settlement of any Claim for which this Indemnification is sought, including selection of counsel;
 - 5) First Owner fully cooperates, supports and assists Medtronic Physio-Control and its counsel in investigating, defending and/or settling any such Claim;
 - 6) The Claim arises from an incident occurring in the United States or Canada.
- Cables, external modems, case changes and LIFEPAK 500 AED Trainers are expressly excluded from the scope of this LIFEPAK 500 AED GOLD SERVICE PLAN.
 - Discounts may not be combined with any other special terms, discounts and/or promotions.

*First Owner means the first purchaser or lessee of a LIFEPAK® 500 AED, directly or through a group purchasing arrangement, from Medtronic Physio-Control, from a Medtronic Physio-Control corporate affiliate, or from an authorized Medtronic Physio-Control dealer, and includes First Owner's corporate affiliates, and their respective employees, officers and directors.

(A copy of the Medtronic Physio-Control Corp. Service Order Terms And Conditions is available in the Commissioners Office until no longer of Administrative value).

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

RESOLUTION NO. 03-1187

IN THE MATTER OF ACCEPTING THE RENEWAL OF THE VICTIMS OF CRIME ACT/ GRANT FOR VICTIM'S ASSISTANCE AND AUTHORIZING THE SUPPLEMENTAL APPROPRIATIONS DUE TO THE RENEWED FUNDING OF THE GRANT:

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

Grant #	21-445T
Source:	Attorney General's Office/ Victims Of Crime Act
Grant Period:	October 1, 2003 to September 30, 2004
Grant Amount:	\$ 21,664.00
Cash Match:	\$ 14,736.00 (general fund-budget)
Total Grant Amount:	\$ 36,400.00

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This renewal grant will provide continued funding for Victim’s Assistance programs in Delaware County.

SUPPLEMENTAL APPROPRIATION

		AMOUNT
23612302-5001	Victims of Crime Grant/Compensation	\$ 6,900.00
23612302-5101	Victims of Crime Grant/Health Insurance	\$ 2,760.00
23612302-5120	Victims of Crime Grant/PERS	\$ 935.00
23612302-5131	Victims of Crime Grant/Medicare	\$ 105.00

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

RESOLUTION NO. 03-1188

IN THE MATTER OF AUTHORIZING THE ADDITION OF SUZANNE DAVIS TO THE LIST OF VENDORS WHO ARE APPROVED TO PROVIDE HOME BASED MENTORING AND MONITORING SERVICES FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

It was moved by Mr. Jordan, seconded by Mrs. Martin to authorize Suzanne Davis as a vendor who is approved to provide home based mentoring and monitoring services for The Department of Job and Family Services.

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

RESOLUTION NO. 03-1189

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS CAROLYN PLUMLEY, DELAWARE CHRISTIAN ACADEMY, CRICKET’S CORNER, T & J JUNIOR ACADEMY, BUCKEYE VALLEY SACC (SCHOOLAGE); BUCKEYE VALLEY SACC (KINDERGARTEN) AND DELAWARE CITY SCHOOL AGE CHILD CARE:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustment to Basic Rates
Carolyn Plumley 535 Forest Street Marion, Ohio 43302	Infant Toddler Preschool Schoolage	\$2.75 \$2.75 \$2.50 \$2.50		None
Delaware Christian Academy 2280 Marysville Road Delaware, Ohio 43015	Toddler Preschool	\$125.00 \$113.00	\$84.00 \$76.00	\$25.00 Registration Fee
Cricket’ Cornet 6725 Karl Road Columbus, Ohio 43229	Infant Toddler (13 months. to 2yr) Toddler (2 to 3 years) Preschool Schoolage Before & After School	\$145.00 \$131.00 \$130.00 \$114.00 \$100.00 \$ 90.00	\$ 97.15 \$ 88.00 \$ 87.10 \$ 79.00 \$ 67.00 \$ 60.30	\$25.00 Registration Fee
T & J Junior Academy 129 Orangewick Road Lewis Center, Ohio 43035	Infant Toddler Preschool Schoolage After School Before & After School	\$138.00 \$123.00 \$108.00 \$100.00 \$ 39.90 \$ 67.00	\$ 93 .00 \$ 82.00 \$ 72.00 \$ 67.00 \$ 39.90 \$ 67.00	\$25.00 Registration Fee
Buckeye Valley SACC (Schoolage) Various locations	Schoolage	\$ 95.00	\$63.65	\$25.00 Registration Fee
Buckeye Valley SACC (Kindergarten) Various locations	K-5 6:30am-9:15am 3:40pm-6:00pm 6:30am-9:15am and 3:40pm-6:00pm	\$ 30.00 \$ 30.00 \$ 60.00		\$15.00 Registration Fee

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	K-Only 6:30am-6:00pm 6:30am-3:40pm 9:15am-6:00pm 9:15am-1:00pm 11:45am-3:40pm	\$70.00 \$60.00 \$60.00 \$50.00 \$50.00		
Delaware City School Age Child Care Various Locations	K-SACC 6:30am-6:00pm 6:30am-12:30pm or 11:45am 6:00pm 6:30am-9:00am or 3:15pm-6:00pm Elementary Grades (1-4) Before School After School Before & After School Willis Grades 5-6 Before & After School Before or After School: 5 days per week 4 days per week 3 days per week 2 days per week drop in rate Dempsey 7-8 Afternoon 5 days per week 4 days per week 3 days per week 2 days per week drop in rate	\$86.00 \$61.00 \$46.00 \$46.00 \$46.00 \$61.00 \$56.00 \$31.00 \$28.00 \$24.00 \$19.00 \$13.00 per visit \$39.00 \$35.00 \$29.00 \$21.00 \$11.00 per visit		\$20.00 Registration Fee

(A Copy of each of these contacts is available in the Commissioners' Office until no longer of Administrative Value).

Further Be It Resolved, that the Commissioners approve the following:

A Purchase Order Increase in the amount of \$7,000.00 to Delaware Christian Academy .

A Purchase Order Request in the amount of \$1,000.00 to Cricket's Corner.

A Purchase Order Request in the amount of \$1,000.00 to T & J Junior Academy .

A Purchase Order Request in the amount of \$10,000.00 to Buckeye Valley SACC.

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

RESOLUTION NO. 03-1190

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHRISTIAN CHILDREN'S HOME OF OHIO FOR CHILD PLACEMENT SERVICES:

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Christian Children's Home Of Ohio 2685 Armstrong Road PO BOX 765 Wooster, Ohio 44691	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

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(A Copy of each of these contacts is available in the Commissioners' Office until no longer of Administrative Value).

Further Be It Resolved, that the Commissioners approve a Purchase Order Request in the amount of \$30,000.00 to Christian Children's Home Of Ohio.

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

RESOLUTION NO. 03-1191

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Ronda Rose has resigned her position as a Telecommunication Officer I with the 911 Center; effective date September 12, 2003.

Eric McPeek, has resigned his position as the Intern for Sanitary Engineer's Office; effective August 29, 2003.

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

RESOLUTION NO. 03-1192

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR GLEN OAK SECTION 3 PHASE A; AFRICA ROAD SEWER; SHERMAN LAKES SECTION 1 AND 2; SCIOTO RESERVE SECTION 11; LAKES AT SILVERLEAF AND VILLAGE AT ALUM CREEK SECTION 7:

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

Glen Oak Section 3 Phase A

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

THIS AGREEMENT executed on this 8th day of September 2003, by and between Dominion Homes, as evidenced by the Glen Oak Section 3 Phase A 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 \$94,400.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 32 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 (\$100,830.00) 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

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inadequate.

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$7,100.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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

Africa Road Sewer

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

THIS AGREEMENT executed on this 8th day of September 2003, by and between T & R LAND DEVELOPMENT COMPANY, as evidenced by the AFRICA ROAD SEWER Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of

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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 (\$92,500.00) 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 bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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 \$6,475.00, 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, the SUBDIVIDER shall make an additional deposits 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:

- (1) "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.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to 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

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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.

Sherman Lakes Section 1 And 2

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

THIS AGREEMENT executed on this 8th day of September 2003, by and between T & R LAND DEVELOPMENT COMPANY, as evidenced by the SHERMAN LAKES SECTION 1 & 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 \$345,150.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 117 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 (\$317,300.00) 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 \$19,000.00, 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

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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

Scioto Reserve Section 11

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

THIS AGREEMENT executed on this 8th day of September 2003, by and between HOMEWOOD CORPORATION SUBDIVIDER, as evidenced by the SCIOTO RESERVE SECTION 11 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:

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 (\$155,530.00) 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 bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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

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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 \$12,500.00, 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, the SUBDIVIDER shall make an additional deposits 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:

- (1) "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.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to 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.

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

THIS AGREEMENT executed on this 8th day of September 2003, by and between MARGELLO DEVELOPMENT COMPANY SUBDIVIDER, as evidenced by the LAKES AT SILVERLEAF 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 \$85,550.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 29 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 (\$80,000.00) 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 bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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 \$6,400.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits 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:

- (1) "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.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to 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.

Village At Alum Creek Section 7

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

THIS AGREEMENT executed on this 8th day of September 2003, by and between M/I SCHOTTENSTEIN HOMES SUBDIVIDER, as evidenced by the VILLAGE AT ALUM CREEK SECTION 7 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 \$274,350.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 93 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 (\$266,278.10) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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

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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 \$15,000.00, 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, the SUBDIVIDER shall make an additional deposits 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:

- (1) "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.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to 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. Jordan Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 03-1193

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND ME COMPANIES INC. FOR INSPECTION SERVICES:

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

AGREEMENT

THIS AGREEMENT, MADE THIS 8th day of September 2003, by and between The Delaware County Commissioners, hereinafter called "OWNER" and ME Companies, Inc., doing business as (individual, partnership, or corporation) hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter

Mentioned:

1. The CONTRACTOR will furnish and deliver: INSPECTION SERVICES as detailed in Exhibit "A"
2. The CONTRACTOR agrees to perform all of the WORK described in this Agreement and complies with the terms therein for the sum of \$32.00 per hour per inspector and not to exceed \$25,000.00 for the term of the contract.
3. The OWNER will pay the CONTRACTOR monthly within 30 days after delivery and acceptance of the invoice. In the event the OWNER or the CONTRACTOR desires to terminate this AGREEMENT, it may be terminated upon 30 day written notice by the party desiring to terminate. The CONTRACTOR shall be paid for services performed up to the time of termination. Payment for services shall be at the rate of \$32.00 for each hour on the construction site. Travel time to and from the job site shall not be compensated. Breaks and mealtime shall not be compensated. Work on Saturdays, Sundays, Holidays and time which exceeds a total of 8 hours per day per inspector shall be paid at 1 ~~1/2~~ times the hourly rate as stated above.
4. This agreement shall become effective on September 1, 2003, and remain in effect through December 31, 2003, and shall not be construed to provide for the exclusive use of the CONTRACTOR or to guarantee utilization of the above stated services.
5. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

Further Be It Resolved, that the Commissioners approve a Purchase Order Request to M.E. Companies in the amount of \$25,000.00.

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

RESOLUTION NO. 03-1194

IN THE MATTER OF APPROVING THE MEMORANDUMS OF UNDERSTANDING BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE INTERNATIONAL ASSOCIATION OF EMT'S AND PARAMEDICS, LOCAL R7-11, NAGE-SEIU, AFL-CIO:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the following Memorandums of Understanding:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and concluded this 8th day of September, 2003 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware County, Ohio, hereafter "County" and the International Association of EMT's and Paramedics, Local R7-11, NAGE-SEIU, AFL-CIO, hereafter "Union" for the purpose of clarifying the terms of the existing Agreement between the parties. The parties intend the terms of this Understanding to supersede the existing provision of the Agreement and any Ohio Revised Code provision on the subject. The responsibility of the Commissioners with regard to this Understanding is limited to their authority as established by the laws of Ohio.

ARTICLE XX - STANDARD WORK WEEK AND OVERTIME, Section B. 2nd Sentence - Change to read as follows:

"Compensatory time shall accrue and be counted on a one (1) for one (1) basis, i.e.; one hour earned equals one hour accrued, but shall be paid out at an overtime rate of one and one-half hours for each compensatory hour used."

ARTICLE XX - STANDARD WORK WEEK AND OVERTIME, Section B. - add the following sentence:

"Compensatory time used will not be counted toward hours worked."

All other parts of this article shall remain as originally agreed. This change shall take effect for the

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pay period beginning August 16, 2003.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and concluded this 8th day of September, 2003 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware County, Ohio, hereafter "County" and the International Association of EMT's and Paramedics, Local R7-11, NAGE-SEIU, AFL-CIO, hereafter "Union" for the purpose of clarifying the terms of the existing Agreement between the parties. The parties intend the terms of this Understanding to supersede the existing provision of the Agreement and any Ohio Revised Code provision on the subject. The responsibility of the Commissioners with regard to this Understanding is limited to their authority as established by the laws of Ohio.

ARTICLE XXII - HOLIDAYS, Section A. and B. - Delete in their entirety and replace with the following:

"A. The employees shall receive eight (8) hours of straight-time pay or, if electing to receive all the time as compensatory, will accrue at the following rate: 5.34 hours of straight time:

New Year's Day	(January 1)
Martin Luther King Day	(third Monday in January)
Washington-Lincoln Day	(third Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4)
Labor Day	(first Monday in September)
Veterans Day	(November 11)
Thanksgiving Day	(fourth Thursday in November)
Day after Thanksgiving Day	(fourth Friday in November)
Christmas Day	(December 25)

"B. Employees shall receive four (4) hours of straight-time pay on Little Brown Jug Day, Christmas Eve Day and New Year's Eve Day, or, if electing to receive all the time as compensatory, will accrue at the following rate: 2.67 hours of straight time."

This change shall take effect for the pay period beginning August 16, 2003.

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

RESOLUTION NO. 03-1195

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND D. & W. CUSTOM RENOVATION FOR RADNOR HISTORIC BUILDING ADA BATHROOM FOR THE FY 2002 CDBG FORMULA PROGRAM:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, funding, in the amount up to \$10,000 has been provided to Delaware County through the FY02 CDBG Formula Program, and funding in the amount up to \$4,895 has been provided through the Delaware County Revolving Loan Fund by the Delaware County Board of Commissioners; and

WHEREAS, the project was bid out and bids were received on August 28, 2003; and

WHEREAS, Design Tek, engineering firm for Radnor, has reviewed the bids received, and the bid submitted by D. & W. Custom Renovation in the amount up to \$13,975.00 has been determined to be the lowest and best bid.

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

Section 1. That the Delaware County Board of Commissioners awards the bid to D. & W. Custom Renovation to construct the ADA Bathroom Improvements as approved in the FY02 CDBG Formula Grant Program for Radnor Historic Building.

Section 2. That the Delaware County Board of Commissioners agrees to the funding up to \$10,000 from CDBG FY 02 funds, and up to \$3,975 from Delaware County Revolving Loan Fund funds towards the construction of said ADA improvements. This amount may be exceeded by no more than 10%, subject to review and approval of any Project change orders.

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

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

RESOLUTION NO. 03-1196

9:30 AM - PUBLIC HEARING TO CONSIDER THE REQUEST BY THE COLUMBUS ZOOLOGICAL PARK ASSOCIATION, INC. FOR THE ISSUANCE OF TAX-EXEMPT ECONOMIC DEVELOPMENT REVENUE BONDS BY DELAWARE COUNTY TO FACILITATE THE ZOO'S FUTURE DEVELOPMENT PLANS:

It was moved by Mrs. Martin, seconded by Mr. Jordan to open the hearing at 9:30am.

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

RESOLUTION NO. 03-1197

CLOSING THE PUBLIC HEARING TO CONSIDER THE REQUEST BY THE COLUMBUS ZOOLOGICAL PARK ASSOCIATION, INC. FOR THE ISSUANCE OF TAX-EXEMPT ECONOMIC DEVELOPMENT REVENUE BONDS BY DELAWARE COUNTY TO FACILITATE THE ZOO'S FUTURE DEVELOPMENT PLANS:

It was moved by Mr. Jordan, seconded by Mrs. Martin to close the hearing at 9:37am.

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

RESOLUTION NO. 03-1198

A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$5,000,000 ADJUSTABLE RATE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2003 (THE COLUMBUS ZOOLOGICAL PARK ASSOCIATION PROJECT) OF THE COUNTY OF DELAWARE, OHIO; AUTHORIZING THE ISSUANCE OF BONDS; PROVIDING FOR THE PLEDGE OF REVENUES FOR THE PAYMENT OF SUCH BONDS; AUTHORIZING A LOAN AGREEMENT; AUTHORIZING AN INDENTURE APPROPRIATE FOR THE PROTECTION AND DISPOSITION OF SUCH REVENUES AND TO FURTHER SECURE SUCH BONDS; AUTHORIZING A BOND PURCHASE AGREEMENT AND OFFERING CIRCULAR; AND AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS:

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

WHEREAS, the County of Delaware, Ohio (the "Issuer"), by virtue of the laws of the State of Ohio, including Chapter 165 of the Ohio Revised Code (the "Act"), is authorized and empowered among other things (a) to issue its Adjustable Rate Economic Development Revenue Bonds, Series 2003 (The Columbus Zoological Park Association Project) in the principal amount of not to exceed \$5,000,000 (the "Bonds"), for the purpose of making a loan to The Columbus Zoological Park Association, an Ohio nonprofit corporation ("Borrower"), to finance and refinance the cost of acquiring by borrower of certain land and the existing buildings and structures on the land, and (b) to enact this Legislation and execute and deliver the agreements and instruments hereinafter identified;

WHEREAS, for such purpose, the Issuer shall loan the proceeds of the Bonds to Borrower pursuant to a Loan Agreement between the Issuer and Borrower (the "Agreement");

WHEREAS, as security for the Bonds, Borrower will cause to be delivered to The Huntington National Bank and its successors in trust, as trustee for the Bonds (the "Trustee"), an irrevocable direct-pay letter of credit to be issued by The Huntington National Bank (the "Bank");

WHEREAS, the Bonds are to be purchased for resale by Huntington Capital Corp. (the "Underwriter") pursuant to a Bond Purchase Agreement among the Underwriter, the Issuer and Borrower (the "Bond Purchase Agreement");

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Delaware, Ohio (the "Issuing Authority"), as follows:

Section 1. Definitions. All defined terms used herein and those not otherwise defined herein shall have the respective meanings given to them in the Trust Indenture with respect to the Bonds, between the Issuer and the Trustee (the "Indenture").

Any reference herein to the Issuer, or to any officers or members thereof, shall include those which succeed to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

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Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa, and the terms "hereof," "hereby," "hereto," "hereunder," and similar terms, mean this Legislation.

Section 2. Determination of Issuer. The Issuing Authority hereby finds and determines, based solely on representations of, and information provided by, Borrower, that the acquisition of the Project and the financing and refinancing of the Project by the issuance of the Bonds will benefit the health and general welfare of the Issuer, are consistent with the purposes of the Constitution of State of Ohio and the Act and will benefit the people of the Issuer by creating or preserving jobs and employment opportunities and promoting the industrial, commercial and economic development of the Issuer and the State of Ohio.

Section 3. Authorization of Bonds. It is hereby determined to be necessary to, and the Issuer shall, issue, sell and deliver, as provided herein and pursuant to the authority of the Act, the Bonds for the purpose of making a loan to Borrower to finance and refinance the costs of acquiring the Project, including costs incidental to the issuance, sale and delivery of the Bonds, all in accordance with the provisions of the Agreement. The Bonds shall be designated "Adjustable Rate Economic Development Revenue Bonds, Series 2003 (The Columbus Zoological Park Association Project)." The maximum amount of Bonds to be outstanding at any one time is \$5,000,000. The Issuer may also issue, sell and deliver Additional Bonds on a parity with the Bonds for the purposes and in the manner provided in the Indenture.

Section 4. Terms and Execution of the Bonds. The Bonds shall be issued in the forms and denominations, shall be numbered, dated and payable as provided in the Indenture. The Bonds shall mature as provided in the Indenture, and have such terms, bear such interest (not to exceed 10% per annum), and be subject to mandatory and optional redemption as provided in the Indenture. This Issuing Authority hereby fixes and establishes the interest rate in effect from time to time on the Bonds in the manner and pursuant to the provisions of the Indenture. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signatures of at least two members of this Issuing Authority. In case any officer whose signature or a facsimile thereof shall appear on the Bonds shall cease to be such officer before the issuance or delivery of the Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until after that time.

The form of the Bonds submitted to this meeting, subject to appropriate insertions and revisions in order to comply with the provisions of the Indenture, is hereby approved, and when the same shall be executed on behalf of the Issuer by the appropriate officers thereof in the manner contemplated hereby and by the Indenture, in an aggregate principal amount of \$5,000,000, shall represent the approved form of Bonds of the Issuer.

Section 5. Sale of the Bonds. The Bonds are being purchased for resale by the Underwriter pursuant to a Bond Purchase Agreement and hereby awarded, at the purchase price set forth, and on the terms and conditions described, in the Bond Purchase Agreement with respect to the Bonds (the "Bond Purchase Agreement") among the Issuer, Borrower and the Underwriter. The members of the Legislative Authority, the Clerk of the Legislative Authority and the County Auditor (the "Fiscal Officer") are authorized and directed to make on behalf of the Issuer the necessary arrangements to establish the date, location, procedure and conditions for the delivery of the Bonds to the Underwriter, and to take all steps necessary to effect due execution and delivery to the Underwriter of the Bonds (or temporary bonds delivered in lieu of definitive Bonds until their preparation and delivery can be effectuated) under the terms of this Legislation, the Bond Purchase Agreement, the Agreement and the Indenture. It is hereby determined that the price for and the terms of the Bonds, and the sale thereof, all as provided in the aforesaid documents, are in the best interests of the Issuer and consistent with all legal requirements.

Section 6. Arbitrage Provisions. The Issuer will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are delivered to the Underwriter, so that they will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Fiscal Officer or any other officer having responsibility with respect to the issuance of the Bonds, is authorized and directed, alone or in conjunction with Borrower or any officer, employee, consultant or agent of Borrower, to deliver a certificate for inclusion in the transcript of proceedings for the Bonds, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to said Section 148 and regulations thereunder. In its performance of these covenants, and other covenants of the Issuer pertaining to federal income tax laws, the Issuer may rely upon the written advice of nationally recognized bond counsel which is provided to Borrower and to the Trustee.

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Section 7. Authorization of Indenture, Agreement, Bond Purchase Agreement and all Other Documents to be Executed by the Issuer. To provide for the purchase of the Bonds, and to better secure the payment of the principal of, premium, if any, and interest on the Bonds as the same shall become due and payable, any two members of the Issuing Authority are authorized and directed to execute, acknowledge and deliver in the name and on behalf of the Issuer, the Indenture, the Agreement and the Bond Purchase Agreement in substantially the forms submitted to the Issuer, which are hereby approved, with such changes therein not inconsistent with this Legislation and not substantially adverse to the Issuer as may be permitted by the Act and approved by the officers executing the same on behalf of the Issuer. The approval of such changes by said officers, and that such are not substantially adverse to the Issuer, shall be conclusively evidenced by the execution of such Indenture, the Agreement and the Bond Purchase Agreement by such officers.

Each member of the Legislative Authority and Fiscal Officer are each hereby separately authorized to take any and all actions and to execute such financing statements, assignments, certificates and other instruments that may be necessary or appropriate in the opinion of Thompson Hine LLP, as Bond Counsel, in order to effect the issuance of the Bonds and the intent of this Legislation. The Clerk of the Legislative Authority, or other appropriate officer of the Issuer, shall certify a true transcript of all proceedings had with respect to the issuance of the Bonds, along with such information from the records of the Issuer as is necessary to determine the regularity and validity of the issuance of the Bonds.

Section 8. Offering Circular. The use and distribution of a preliminary and final Offering Circular relating to the original issuance of the Bonds, substantially in the form of the preliminary Offering Circular submitted to the Issuer, with changes therein to reflect the terms of the Bonds established by this Legislation and the Indenture, and any amendments thereof or supplements thereto, is hereby authorized.

The Issuer has not confirmed, and assumes no responsibility for, the accuracy, sufficiency or fairness of any statements in the Offering Circular (except for the information contained therein under the caption "THE ISSUER") or any amendments thereof or supplements thereto, or in any reports, financial information, offering or disclosure documents or other information relating to the Underwriter, the Project, Borrower or the Bank, or the history, businesses, properties, organization, management, financial condition, market area or any other matter relating to Borrower or the Bank or contained otherwise in the Offering Circular.

Section 9. Covenants of Issuer. In addition to other covenants of the Issuer in this Legislation, the Issuer further covenants and agrees as follows:

(a) Payment of Principal, Premium and Interest. The Issuer will, solely from the sources herein or in the Indenture provided, pay or cause to be paid the principal of, premium, if any, and interest on each and all Bonds on the dates, at the places and in the manner provided herein, in the Indenture and in the Bonds.

(b) Performance of Covenants, Authority and Actions. The Issuer will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in the Bonds, the Agreement, the Bond Purchase Agreement and the Indenture, and in all proceedings of the Issuer pertaining to the Bonds. The Issuer warrants and covenants that it is, and upon delivery of the Bonds will be, duly authorized by the laws of the State of Ohio, including particularly and without limitation the Act, to issue the Bonds and to execute the Agreement, the Indenture and the Bond Purchase Agreement, and all other documents to be executed by it, to provide for the security for payment of the principal of, premium, if any, and interest on the Bonds in the manner and to the extent herein and in the Indenture set forth; that all actions on its part for the issuance of the Bonds and execution and delivery of the Agreement, the Indenture, the Bond Purchase Agreement and all other documents to be executed by it in connection with the issuance of the Bonds, have been or will be duly and effectively taken; and that the Bonds will be valid and enforceable special obligations of the Issuer according to the terms thereof. Each provision of the Legislation, the Indenture, the Agreement the Bond Purchase Agreement and each Bond, and all other documents to be executed by the Issuer in connection with the issuance of the Bonds, is binding upon each officer of the Issuer as may from time to time have the authority under law to take such actions as may be necessary to perform all or any part of the duty required by such provision; and each duty of the Issuer and of its officers and employees undertaken pursuant to such proceedings for the Bonds is established as a duty of the Issuer and of each such officer and employee having authority to perform such duty, specifically enjoined by law and resulting from an office, trust or station within the meaning of Section 2731.01 of the Ohio Revised Code, providing for enforcement by writ of mandamus.

Section 10. No Personal Liability. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Resolution, or in any Bond, or in the Agreement, the Indenture or the Bond Purchase Agreement, or under any judgment obtained against the Issuer or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such, past, present, or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to any holder of any Bond, or otherwise, of any sum that may be due and unpaid by the Issuer upon any of the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his

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or her part, or otherwise, for, directly or indirectly, the payment for or to the Issuer or any receiver thereof, or for or to the owner or any holder of any Bond, or otherwise, of any sum that may remain due and unpaid upon any Bond, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Agreement, the Indenture, the Bond Purchase Agreement and the issuance of the Bonds.

Section 11. No Debt or Tax Pledge. Anything in this Legislation, the Indenture, the Bonds or any other agreement or instrument to the contrary notwithstanding, neither this Legislation, the Bonds, the Indenture, the Agreement nor the Bond Purchase Agreement shall represent or constitute a debt or pledge of the faith and credit of the taxing power of the Issuer, and each Bond shall contain on the face thereof a statement to that effect. Nothing herein shall be deemed to prohibit the Issuer, of its own volition, from using, to the extent it may be lawfully authorized to do so, any other resources or revenues for the fulfillment of any of the terms, conditions or obligations of the Indenture, this Resolution or the Bonds.

Section 12. Severability. If any section, paragraph or provision of this Legislation shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Legislation.

Section 13. Sunshine Law. This Issuing Authority hereby finds and determines that all formal actions relative to the adoption of this Legislation were taken in an open meeting of this Issuer, and that all deliberations of this Issuing Authority and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with the law, including Section 121.25, Ohio Revised Code.

Section 14. Compliance with IRC Section 147(f). For purposes of complying with Section 147(f) of the Code this Issuing Authority hereby approves the issuance of the Bonds in the maximum aggregate principal amount of \$5,000,000 the proceeds of which will be loaned to Borrower for a project consisting generally of the acquiring of approximately 174 acres of undeveloped land located in Liberty Township, Delaware County at the following street addresses (the "Land") and the existing buildings and structures on the Land: (a) 4480 State Route 750, Powell, Ohio 43065, (b) 4733 State Route 750, Powell, Ohio 43065, and (c) 5115 State Route 750, Powell, Ohio 43065.

Section 14. Prevailing Wage Rates. All laborers and mechanics employed in the construction of any portion of the Project shall be paid as provided in Section 165.031 of the Ohio Revised Code, so that laborers and mechanics shall be paid at the prevailing rates of wages determined in accordance with Chapter 4115 of the Ohio Revised Code by the Ohio Department of Industrial Relations (the "Department"); provided that if Borrower or other nonpublic user beneficiary of the Project undertakes, as part of the Project, construction to be performed by its regular bargaining unit employees who are covered under a collective bargaining agreement which was in existence prior to the date of this Agreement, the rate of pay provided under such collective bargaining agreement may be paid to such employees. To the extent required by Section 4115.032 of the Ohio Revised Code, Borrower shall comply, and shall require compliance by all contractors or subcontractors working on the Project, with all applicable requirements of Section 4115.03 through 4115.16 of the Ohio Revised Code including, without limitation, obtaining or causing to be obtained from the Department its determination of the prevailing rate of wages to be paid for the class of work called for by the Project.

Section 15. Effective Date. This Legislation shall take effect and be in force immediately upon its adoption.

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

RESOLUTION NO. 03-1199

9:45 a.m. - PUBLIC HEARING TO DISCUSS THE POSSIBLE ISSUANCE BY THE COUNTY OF FRANKLIN, OHIO OF ITS HOSPITAL FACILITIES REVENUE BONDS FOR PURPOSES OF ASSISTING THE CHILDREN'S HOSPITAL PROJECT TO BE LOCATED AT 700 CHILDREN'S DRIVE, CITY OF COLUMBUS, COUNTY OF FRANKLIN, AND AT 433 CLEVELAND AVENUE, CITY OF WESTERVILLE, COUNTY OF DELAWARE, OHIO:

It was moved by Mrs. Martin, seconded by Mr. Jordan to open the hearing at 9:45am.

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

RESOLUTION NO. 03-1200

CLOSING THE PUBLIC HEARING TO DISCUSS THE POSSIBLE ISSUANCE BY THE COUNTY OF FRANKLIN, OHIO OF ITS HOSPITAL FACILITIES REVENUE BONDS FOR PURPOSES OF ASSISTING THE CHILDREN'S HOSPITAL PROJECT TO BE LOCATED AT 700 CHILDREN'S DRIVE, CITY OF COLUMBUS, COUNTY OF FRANKLIN, AND AT 433 CLEVELAND AVENUE, CITY OF WESTERVILLE, COUNTY OF DELAWARE, OHIO:

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It was moved by Mrs. Martin, seconded by Mr. Jordan to close the hearing at 10:55am.

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

RESOLUTION NO. 03-1201

RESOLUTION AUTHORIZING THE COUNTY OF DELAWARE, OHIO TO EXECUTE AND DELIVER A PUBLIC HOSPITAL AGENCIES AGREEMENT IN CONNECTION WITH THE ISSUANCE OF HOSPITAL FACILITIES REVENUE BONDS (THE CHILDREN'S HOSPITAL PROJECT) BY THE COUNTY OF FRANKLIN, OHIO; AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS:

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

WHEREAS, The Children's Hospital (the "Corporation"), an Ohio nonprofit corporation, plans to undertake the financing of the acquisition, construction and equipping of "Hospital Facilities" (as that term is defined in Section 140.01, Ohio Revised Code), consisting of (a) the acquisition, construction, installation and equipping of an ambulatory care center to be located at 433 Cleveland Avenue, Westerville, Ohio (the "Delaware County Project") located within the County of Delaware, Ohio (the "County") and (b) the acquisition, construction, equipping and installation of Hospital Facilities located at the Corporation's main campus (the "Franklin County Project" and together with the Delaware County Project, the "Project") within the County of Franklin, Ohio ("Franklin County"), and has represented to the County and Franklin County that it would be more economical and efficient to have one political subdivision of the State of Ohio issue revenue bonds for the Project; and

WHEREAS, Section 140.03, Ohio Revised Code, provides a procedure by which the County and Franklin County may enter into an agreement pursuant to which Franklin County may issue its bonds for projects which constitute Hospital Facilities located in the County; and

WHEREAS, Franklin County proposes to issue its Hospital Facilities Revenue Bonds (The Children's Hospital Project) (the "Bonds"), in one or more series in an aggregate principal amount estimated not to exceed \$50,000,000 to (a) acquire, construct, install and equip the Delaware County Project, (b) reimburse the Corporation for capital expenditures it has made with respect to the Delaware County Project and (c) acquire, construct, install and equip Hospital Facilities in Franklin County on behalf of the County and Franklin County, and the County and Franklin County plan to enter into such an Agreement (the "Public Hospital Agencies Agreement") in connection with the issuance of the Bonds;

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

SECTION 1. That at least two members of the Board of County Commissioners of the County (the "Board") be and they are hereby authorized and directed to execute and enter into on behalf of the County, a Public Hospital Agencies Agreement with Franklin County to facilitate the issuance of the Bonds for the purpose of financing, acquiring, constructing, equipping and installing additional Hospital Facilities.

SECTION 2. That the Public Hospital Agencies Agreement authorized in Section 1 of this resolution shall be substantially in the form presented to the Board and on file with the Clerk of the Board, and it is hereby determined, based solely on representations of the Corporation, that such Public Hospital Agency Agreement will promote the public purpose stated in Section 140.02 of the Ohio Revised Code, and the County will be duly benefited thereby.

SECTION 3. That the Public Hospital Agencies Agreement will provide that in connection with the issuance of the Bonds the Corporation will enter into a lease agreement and a sublease with the Franklin County for Hospital Facilities located within the County. Franklin County is authorized to execute an indenture with a corporate trustee authorizing and securing the Bonds.

SECTION 4. That at least two members of the Board be and they are hereby authorized and directed to execute and deliver such other certificates, documents and instruments in connection with the issuance and public sale of the Bonds, financing, acquiring and constructing of the Hospital Facilities as may be required, necessary or appropriate, including, without limitation, conveyances of title to real and personal property, and terminations of financing statements and other releases of security interests in property. Such documents including the one specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by the Board, which approval shall be conclusively evidenced by the execution thereof by the members 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 Bonds in the maximum principal amount of not to exceed \$50,000,000, the proceeds of which will be used to finance the acquisition, construction, equipping and installation of "hospital facilities" as that term is defined in Chapter 140 of the Ohio Revised Code, including without limitation, the acquisition, construction, equipping and installation of an ambulatory care center located at 433 Cleveland Avenue, Westerville, Delaware County, Ohio, the initial owner, operator or manager of which will be the Corporation.

SECTION 6. 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 any of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22, Ohio Revised Code.

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

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RESOLUTION NO. 03-1202

**IN THE MATTER OF APPROVING A PUBLIC HOSPITAL AGENCIES AGREEMENT BY AND BETWEEN
THE COUNTY OF FRANKLIN, OHIO AND THE COUNTY OF DELAWARE, OHIO:**

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

**PUBLIC HOSPITAL AGENCIES AGREEMENT
BETWEEN COUNTY OF FRANKLIN, OHIO
AND THE COUNTY OF DELAWARE, OHIO**

THIS AGREEMENT is made and entered into as of the 1st day of September, 2003, by and between the COUNTY OF FRANKLIN, OHIO, acting by and through the County Hospital Commission of Franklin County (the "Issuer"), and the COUNTY OF DELAWARE, OHIO, each of which are political subdivisions of the State of Ohio constituting "public hospital agencies" as that term is defined in Section 140.01, Ohio Revised Code, being herein referred to collectively as the "Public Hospital Agencies", which have heretofore adopted or will, by appropriate resolutions, approve participation in a financing program for THE CHILDREN'S HOSPITAL, an Ohio nonprofit corporation (the "Corporation") which constitutes a "nonprofit hospital agency" as that term is defined in Section 140.01, Ohio Revised Code, further described herein (the "Program"), in order to finance Hospital Facilities as that term is defined in Section 140.01, Ohio Revised Code, for the benefit of the Corporation.

WHEREAS, pursuant to the Constitution and Laws of the State of Ohio, and particularly Chapter 140, Ohio Revised Code, Ohio political subdivisions are authorized to issue revenue obligations, as that term is defined in Section 140.01 of the Ohio Revised Code, in one or more series, for the purpose of paying all or part of the cost of Hospital Facilities, as that term is defined in Section 140.01 of the Ohio Revised Code, and to lease such Hospital Facilities to the Corporation, which lease must provide for the rentals by the Corporation sufficient to amortize the debt service on such revenue obligations; and

WHEREAS, the Public Hospital Agencies are authorized by Section 140.03, Ohio Revised Code to cooperate and act jointly in exercising powers, privileges, and authority capable of exercise by the Public Hospital Agencies in their respective individual capacities; 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 Public Hospital Agencies, that the Public Hospital Agencies cooperate in taking action to:

(a) Provide for and promote the public health, safety, and general welfare of the jurisdictions served by the Public Hospital Agencies by the adoption and implementation of the Program, so that the Corporation may finance the costs of Hospital Facilities, including reimbursement of such costs, qualifying under Chapter 140, Ohio Revised Code, to promote the public purpose set forth in Section 140.02, Ohio Revised Code; and

(b) Carry out such Program, to lessen the cost of patient care and provide a savings to third parties and others who must pay for such care; and

WHEREAS, the Program and this Agreement will better provide for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby; and

WHEREAS, it is necessary, desirable, and authorized by Chapter 140, Ohio Revised Code that such Public Hospital Agencies approve the issuance by the Issuer of revenue obligations to provide funds needed for the Program; and

WHEREAS, it is deemed advisable that the Public Hospital Agencies enter into this Agreement to provide for the issuance of revenue obligations by the Issuer, in one or more series, to finance the Program and this Agreement and the Program will promote the public purposes stated in Section 140.02, Ohio Revised Code; and

WHEREAS, pursuant to the Program, the Issuer intends to issue its Hospital Revenue Bonds, in one or more series, in order to finance and/or refinance the acquisition, construction, renovation, improvement and/or equipping of certain facilities constituting Hospital Facilities, for the benefit of the Public Hospital Agencies;

NOW, THEREFORE, THE COUNTY OF DELAWARE, OHIO AND THE COUNTY OF FRANKLIN, OHIO HEREBY AGREE AS FOLLOWS:

ARTICLE I

ISSUANCE OF OBLIGATIONS BY PUBLIC HOSPITAL AGENCIES

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The Public Hospital Agencies hereby jointly associate for the purpose of consenting to the issuance by the Issuer of revenue obligations, in one or more series (the "Obligations"), to finance the Program (as defined in the Preambles hereto) within their respective boundaries, pursuant to Chapter 140, Ohio Revised Code. Each of the Public Hospital Agencies has adopted a resolution authorizing the execution by the Issuer of a trust indenture with a trustee (the "Trustee") authorizing and securing the Obligations and the execution of all other necessary documentation.

The Hospital Facilities in each jurisdiction financed from the proceeds of the Obligations have been or shall be subleased pursuant to the provisions of Section 140, Ohio Revised Code, by the Issuer to the Corporation and the proceedings authorizing such Obligations may provide for the pledging of all or any part of the hospital receipts, as defined in Section 140.01, Ohio Revised Code (the "Hospital Receipts"), and the investment income there from, to be received by or on behalf of the Issuer pursuant to such sublease or lease agreements entered into in connection with the issuance of the Obligations, and such proceedings may provide that, as security for the Obligations, the Issuer agrees to pledge, and/or grant security interests in such Hospital Receipts, and in any other funds or revenues contributed to or received by the Issuer in connection with such Program; such pledged Hospital Receipts to be assigned to the Issuer.

The Public Hospital Agencies specifically authorize the Issuer to carry out all actions, and to execute all documents, reasonably necessary to implement the Program and issue the Obligations, and the Issuer hereby accepts the appointment of it to act in such capacity.

Each Public Hospital Agency hereby acknowledges that no Public Hospital Agency, except for the Issuer, shall have any duty or obligation, other than those set forth herein, with respect to the Obligations, the implementation of the Program, any other Public Hospital Agency or the Corporation. Further, each Public Hospital Agency acknowledges that no Public Hospital Agency is required to make any contribution under this Agreement pursuant to Chapter 140, Ohio Revised Code.

**ARTICLE II
ADDRESSES AND PLACES OF BUSINESS**

The principal offices and places of business of the Public Hospital Agencies shall be as follows:

Issuer:

Franklin County Hospital Commission
373 South High Street, 13th Floor
Columbus, Ohio 43215
Attn: Assistant Prosecuting Attorney

County of Delaware:

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

**ARTICLE III
DURATION**

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

Other Ohio political subdivisions may be added as parties to this Agreement with the consent of the Issuer and become Public Hospital Agencies. Notwithstanding Article VII, the approval of the other Public Hospital Agencies shall not be required to add another Ohio political subdivision as a Public Hospital Agency, but such new Public Hospital Agency must have within its jurisdiction facilities which are owned or operated by the Corporation.

**ARTICLE IV
NO SEPARATE GOVERNING BODY; COSTS**

There shall be no separate governing body of this Agreement. The Agreement is undertaken jointly by the Public Hospital Agencies, and all actions pursuant to this Agreement shall be undertaken jointly and based upon the cooperative efforts and undertakings of the Public Hospital Agencies, with all proceedings and documents being signed by authorized representatives of the Issuer, and the Obligations 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 Obligations, earnings thereon, Hospital Receipts from the Corporation and fees paid in connection with the Program, and the Public Hospital Agencies 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

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PURPOSE; OBJECTS; POWERS

The purpose of this Agreement, its objects, and the joint powers of the Public Hospital Agencies hereunder, shall be as follows:

(a) To adopt jointly the Program, as set out in the Preambles hereto, and to take such steps as may be deemed to be reasonably necessary for the promotion of the public health, safety, and general welfare of the citizens and inhabitants of the jurisdictions served by the Public Hospital Agencies in connection therewith.

(b) To finance the Program through the issuance of Obligations, notes, or other evidences of indebtedness or obligations under Section 140.01, Ohio Revised Code, by the Issuer, 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 joint 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 Public Hospital Agency 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**

The parties further agree to the following general provisions:

(a) Prohibition of Arbitrage. The Issuer agrees that sums derived from the proceeds of the Obligations and from the revenues, obligations, and assets and Hospital Receipts pledged to the Obligations shall not be used or invested in a manner which would cause such Obligations to be treated as "arbitrage obligations" 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 Obligations and Revenues Derived in Connection with the Issuance of Revenue Obligations. All of the proceeds of the Obligations and of the Hospital Receipts shall be used exclusively for the purposes herein set out, including payment of expenses incidental thereto; no part of the proceeds of the Obligations, the investment income derived therefrom, or the revenues securing the Obligations shall inure to the benefit of any representative of any of the Public Hospital Agencies, and shall not inure to the benefit of any private shareholder or individual.

**ARTICLE VII
TERMINATION OF AGREEMENT; WITHDRAWAL OF PUBLIC HOSPITAL AGENCIES; AMENDMENTS**

(a) Any Public Hospital Agency may terminate this Agreement and withdraw from the proposed Program at any time prior to the issuance of the Obligations or other obligations of the Public Hospital Agencies, upon thirty days' written notice to the other Public Hospital Agencies, and may otherwise withdraw upon such notice upon the following conditions:

(1) Such termination at that time shall not, in the opinion of recognized Bond Counsel, constitute an act of default in connection with any outstanding Obligations; and

(2) Provisions as to the written satisfaction of the rights of holders of such Obligation and the other Public Hospital Agencies, by the firm of Bond Counsel employed by the Issuer, shall be made for the protection of the holders of the Obligations and of the Trustee designated in the proceedings authorizing such Obligations;

(b) Provided, further, that the Public Hospital Agencies 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 recognized Bond Counsel, without adversely affecting the rating or status of the Obligations, the exemption of interest thereon from taxation, or other rights of the holders of such Obligations; and

(c) This Agreement may be amended at any time upon written consent of all Public Hospital Agencies, including, without limitation, amendments which add additional public hospital agencies as parties to this Agreement, in accordance with Article III hereof.

**ARTICLE VIII
OBLIGATIONS SHALL NOT CONSTITUTE GENERAL OBLIGATION INDEBTEDNESS OF PUBLIC
HOSPITAL AGENCIES, AND NO OFFICIAL SHALL HAVE ANY PERSONAL LIABILITY FOR
OBLIGATIONS OR ANY INDEBTEDNESS IN CONNECTION THEREWITH**

Obligations issued pursuant to this Agreement shall be revenue obligations of the Issuer, payable solely from and secured by a pledge of the proceeds of the Obligations 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 Obligations, which amount shall

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be pledged to be set aside as a special fund or funds for that purpose, and such Obligations shall not constitute general obligations, debt or bonded indebtedness of the Issuer or any Public Hospital Agency 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 obligation service charges.

None of the officials of the Public Hospital Agencies, or of any of the members of the legislative bodies of the jurisdictions served by the Public Hospital Agencies or their officers or employees, shall be liable in their personal capacities on such Obligations, obligation 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 Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Aye

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners