

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011

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

Present:  
Dennis Stapleton, President  
Ken O’Brien, Vice President  
Tommy Thompson, Commissioner

10:30 AM Final Hearing For The Meadows At Harvest Wind Drainage Improvement Petition Project

RESOLUTION NO. 11-913

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 25, 2011:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on August 25, 2011; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-914

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0826, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0826:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0826, memo transfers in batch numbers MTAPR0826, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO’ Increase</b>			
Beem’s BP	Gasoline	10011106-5228	\$ 75,000.00
Health Department	Family Children’s First Council (line 3)	70161606-5348	\$ 28, 000.00
<b>PO Decrease</b>			
Health Department	Family Children’s First Council (line 2)	70161606-5348	\$ 28, 000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Line Amount</u>	<u>Line Number</u>
R1105723	DELAWARE FLOOR CO INC	WATER DAMAGE CARPET REPLACEMENT WILLIS BLDG	60111901 - 5370	\$6,900.00	0001
R1105754	PNC BANK	WORKERS COMP	61311923-5370	\$19,415.33	0001
R1105319	STANLEY	JAIL UPGRADE	41411434-5410	\$81,537.00	0001

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 11 -915

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

The Auditor’s Office is requesting that Dedra Hall attend a Year End and 2012 Payroll Seminar in Columbus, Ohio November 4, 2011, at the cost of \$389.50; (fund number 10010101).

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011

The Administrative Services Department is requesting that Gina Fasone attend a Fred Pryor Proofreading Seminar in Columbus, Ohio October 5, 2011, at the cost of \$129.00; (fund number 10011108).

The Engineer’s Office is requesting that Jim Drumm Jr. attend an Effective Concrete Bridge Repair Course in Madison, Wisconsin November 1-4, 2011, at the cost of \$2,030.00; (fund number 29214001).

Vote on Motion   Mr. O'Brien      Aye      Mr. Thompson      Aye      Mr. Stapleton      Aye

RESOLUTION NO. 11-916

IN THE MATTER OF ACCEPTING THE TREASURER’S REPORT FOR THE MONTH OF JULY 2011:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to accept the Treasurer’s Report for the month of July 2011.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

Vote on Motion   Mr. Thompson      Aye      Mr. O'Brien      Aye      Mr. Stapleton      Aye

RESOLUTION NO. 11-917

IN THE MATTER OF APPROVING THE ADDRESS FOR THE MEDALLION CLUB BE ASSIGNED AS 5000 CLUB DRIVE:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

Whereas, the County Engineer recommends the Commissioners approve the address for the Medallion Club Be Assigned As 5000 Club Drive;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the address for The Medallion Club Be Assigned As 5000 Club Drive.

Medallion Golf Club

When the Medallion Golf Club was constructed in 1994 the owners of the club arbitrarily began using an address of 5000 Club Drive. This number is in conflict with the number that was assigned by the Map Department of 5600 Club Drive. This address like all others was assigned based on the County house number grid that represents a specific geographic location. The consistency of the assigning numbers based on the grid is important for emergency response agencies in location specific properties.

In recent years, Medallion has requested that the County change their assigned number to conform the 5000 Club Drive address that they have used since their opening. I have previously advised them that if the various emergency response agencies in their area determined that the use of this “non grid” address did not hinder the ability to locate their property in an emergency situation, then I would recommend the change in address to your board.

Available, you will find letters from the Delaware County Sheriff, Genoa Township Fire Department and Genoa Township Police Department addressing this issue. Therefore, I am recommending that the address for the Medallion Club be assigned as 5000 Club Drive.

Upon approval by your board, we will notify the owner and various emergency response agencies accordingly.

Sincerely, Chris Bauserman, P.E., P.S. Delaware County Engineer

Vote on Motion   Mr. Stapleton      Aye      Mr. O'Brien      Aye      Mr. Thompson      Aye

RESOLUTION NO. 11-918

IN THE MATTER OF DECLARING COUNTY PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

WHEREAS, section 307.12(E) of the Revised Code authorizes the Delaware County Board of Commissioners (the “Board”) to sell, by internet auction, county personal property that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired; and

WHEREAS, on January 10, 2011, the Board adopted Resolution No. 11-37, declaring its intent to sell unneeded,

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011

obsolete, or unfit personal property by internet auction and establishing general guidelines for such sale; and

WHEREAS, the Delaware County Engineer has determined that the following equipment (hereinafter referred to collectively as the “Property”) is no longer needed for public use, is obsolete, or is unfit for the use for which it was acquired:

Asset Tag Number	Item Description	Serial Number
#283 4811010074	F350 Chassis Only	2FDLF47M3CA92338
#282 0204040202	2001 CK 15903 Chevrolet Pickup Truck	1GCEK14V42Z259455
#203 4811010071	F350 Emergency Squad	1FDKF37M9JNA955563

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

Section 1. The Board hereby declares that the Property is not needed for public use, is obsolete, or is unfit for the use for which it was acquired.

Section 2. The Board authorizes the sale of the Property by internet auction, in accordance with the guidelines set forth in Resolution No. 11-37.

Vote on Motion    Mr. O'Brien        Aye        Mr. Thompson    Aye        Mr. Stapleton    Aye

RESOLUTION NO. 11-919

IN THE MATTER OF APPROVING A LEASE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY ENGINEER AND THE BOARD OF TRUSTEES OF BERKSHIRE TOWNSHIP FOR A SALT STORAGE FACILITY AT 1454 ROME CORNERS ROAD:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

Whereas, the County Engineer recommends approval of the lease agreement Between The Delaware County Board Of Commissioners, The Delaware County Engineer And The Board Of Trustees Of Berkshire Township For A Salt Storage Facility At 1454 Rome Corners Road;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the lease agreement Between The Delaware County Board Of Commissioners, The Delaware County Engineer And The Board Of Trustees Of Berkshire Township For A Salt Storage Facility At 1454 Rome Corners Road.

LEASE

This lease is made and entered into at Delaware, Ohio by and between the Delaware County Commissioners, the Delaware County Engineer, and the Board of Trustees of Berkshire Township, Delaware County, Ohio. The Delaware County Board of Commissioners is hereinafter referred to as the Lessee or “County” and the Berkshire Township Board of Trustees is hereinafter referred to as the Lessor or “Township”.

WITNESSETH:

In consideration of the mutual covenants, promises and agreements herein, the Township agrees to lease to the County the leased premises as more fully described and defined in Paragraph 1 hereof.

1. LEASED PREMISES: The leased premises shall consist of 2.840 acres known as the Delaware County/Berkshire Township Salt Storage Facility located at 1454 Rome Corners Road, Berkshire Township, Delaware County, Ohio, as depicted on Exhibit A and made part hereof.

2. INITIAL TERM: The term of this lease shall be for fifty years commencing upon the 1st day of September, 2011 and terminating fifty (50) years thereafter.

It is agreed that the County is entitled to one renewal of this lease at the current rate. The rent for the first period of renewal shall remain the same and all other terms, covenants and conditions contained in this lease shall continue and be in full force and effect unless Township notifies County of any changes in said terms, covenants and conditions. Any changes in all terms, covenants and conditions shall be negotiated in good faith by the County and the Township.

3. BASE RENT: The base rent during the initial term of this lease shall be One Dollar (\$1.00) per year payable in advance on the first day of occupancy of said premises. As further consideration and rent under this lease, the Township agrees, to provide and hereby grants the County a right-of-way for ingress and egress of vehicles, equipment and personnel and their personal vehicles for travel to and from the storage shed. The Township shall not obstruct the right-of-way.

4. USE OF SAID PREMISES: The Township and the County contemplate the use and occupation of the

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011**

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leased premises by the County as a storage area for trucks, loaders, spreaders, salt, gravel and related road construction materials and equipment and for joint use by County and township as the Berkshire Township salt storage shed. The property shall not be used for any other purpose which would cause the property to be rated differently for casualty insurance purposes. The County shall not commit, or suffer to be committed, any waste on the leased premises. Except as otherwise provided in this agreement, the County shall be responsible for conforming to all federal, state, and local regulations, laws, and ordinances pertaining to the use of the leased premises.

5. **CONSTRUCTION OF STORAGE SHED AND DRIVEWAY:** As shown in the plan attached as Exhibit A, the Berkshire Township salt storage shed will be constructed and located on the site as shown, pursuant to laws applicable to the construction of a public improvement. The County shall bear the costs of construction and maintenance of said salt storage shed and the costs of construction of the driveway and maneuvering areas. In the event the Township requires termination of this Lease for public necessity, the Township shall, prior to the effective date of termination, reimburse the County for the costs of construction of such improvements, subject to straight-line depreciation over 50 years. This shall be County's sole remedy in the event of such termination.

6. **UTILITIES:** During the terms of this lease and any extension thereof, the County may provide for installation and maintenance of utility service for the leased premises, and shall be responsible for and shall pay any utility charges for utilities used by the County accruing during its occupancy of the leased premises and shall further pay any deposits required by utilities companies.

7. **LIABILITY:** The Parties agree to be and shall be responsible for their own negligence, actions or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and servants resulting from the performance of this Agreement. The Parties agree to be individually and solely responsible for, and shall hold harmless and release the other Party from, any and all claims, lawsuits, liability, losses, damages, illnesses, injuries (including death), and/or related expenses that each may incur as a result of their own negligence, actions or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and servants, in the performance of this Agreement.

8. **INSURANCE:**

a. The County agrees that, at its own cost and expense, it will provide coverage and/or financial responsibility for any and all claims for injuries to persons or property occurring in, about, and upon the premises.

b. The County shall not, nor will County permit employees, invitees, licensees, or visitors, to do anything on or to the premises or bring anything upon the premises, permit anything to be brought upon the premises or kept therein which would increase the rate of the insurance for the Township..

9. **LESSEE'S ASSIGNMENT, SUBLEASE, OR LICENSE:** The County shall not sublease the leased premises or any interests therein or part thereof during the terms of this lease or any renewal thereof, without written permission of the Township.

10. **OWNERSHIP OF LEASEHOLD IMPROVEMENTS:** Leasehold improvements shall be and remain the exclusive property of the Township. The County shall retain the ownership of its tangible personal property, including portable office trailers or similar property, to the extent that such tangible personal property can be removed upon termination of this lease from the leased premises without causing injury to the leased premises except to the extent that the County may, and shall have a duty to, repair.

11. **ALTERATIONS AND IMPROVEMENTS:** After construction of the salt storage shed is completed, the County may make minor alterations or minor improvements to the premises without the express written consent or advice of the Township. Any major improvement or alteration to said premises shall be made with the advice and consent of the Township. Such consent shall not be unreasonably withheld. The Township retains the right to make any alteration, enlargement or improvement to the structures it deems necessary.

12. **OTHER FACILITIES:** The County shall be permitted to construct and operate a field office and portable sanitary facilities near the salt shed for use by the County in providing a shelter and work area for use of employees, invitees, licensees, or visitors of the County in connection with the hauling, storage, or distribution of salt or other related road construction materials, and such facilities shall remain the personal property of the County.

13. **REPAIRS AND MAINTENANCE:** The County agrees to perform all of the following functions at its own expense during the term of this lease and any renewal thereof.

a. The County shall keep and maintain the salt storage shed built upon the premises and all paved or graveled areas in proximity of or leading to the storage shed in good repair.

b. The County shall surrender the premises at the end of the term in a good condition, reasonable use, wear and tear, and loss by fire or other unavoidable casualty excepted.

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011**

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14. REPAIRS AND MAINTENANCE BY TOWNSHIP: The Township agrees to provide mowing and related grounds maintenance on unpaved or ungraveled portions of the premises in the same manner as provided for the rest of Township's property at its own expenses, and other incidental maintenance and repairs not related to the use of the premises by the County.
15. EMERGENCY GENERATORS: Both the County and the Township may provide their own separate emergency generators for their own requirements.
16. GATE: County shall construct a gate across the driveway to the leased premises at a suitable location near Rome Corners Road. County and Township shall make arrangements for providing a lock for mutual use by both parties.
17. LIGHTING: County agrees to provide any required lighting of the leased premises at its own expense.
18. MEMORANDUM OF LEASE: This lease shall not be recorded. However, the parties may execute, acknowledge, and deliver a memorandum of lease complying with the minimum requirements of Section 5301.251 of the Ohio Revised Code, for the purpose of giving public notice of the rights and obligations of the Township and County under this lease which the Township shall thereupon record.
19. RENEWAL: This lease will renew without any action by either party for one additional term of fifty (50) years.
20. CHOICE OF LAW: This lease shall be construed under and in accordance with the laws of the State of Ohio.
21. GENERAL PROVISIONS:
  - a. All the provisions of this lease shall be deemed as running with the land, and construed to be conditions as well as covenants as though the word specifically expressing or imparting covenants and conditions were used in each separate provision.
  - b. This lease contains the entire agreement of the parties with respect to the matters covered by this lease and no other agreement, statement, or promise made by any party, or any employee, officer, or agent of any party, which is not contained in said lease shall be binding or valid.
  - c. All references to the term of this lease or lease term shall include any and all extensions of such lease.
  - d. If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, remain in full force and effect.
22. RENEGOTIATION: Upon mutual agreement of the County and the Township, any and all terms and conditions of this lease may be re-negotiated at any time. The County and Township agree to enter into such re-negotiation in good faith and for the mutual benefit of both parties.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

**RESOLUTION NO. 11-920**

**IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY MID-OHIO PAVING FOR VILLAGE OF ASHLEY FORMULA 2010 STREET IMPROVEMENT PROJECT:**

It was moved by Mr. Thompson, seconded by Mr. Stapleton 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, bids were received on August 12, 2011, from Mid-Ohio Paving and Shelly and Sands for the Village of Ashley Street Improvements; and

WHEREAS, Glenn Halmbacher, the engineer for Ashley, reviewed the bids, and the bid submitted by Mid-Ohio Paving, in the amount of \$41,913.90, has been determined to be the lowest and best bid; and

WHEREAS, the Director of the Economic Development Department recommends approval of this Resolution;

NOW, THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011

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Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Delaware County Board of Commissioners awards the bid to, and approves the contract with, Mid-Ohio Paving, in the amount of \$41,913.90 for Street Improvements in the Village of Ashley.

Section 2. This Resolution shall take effect and be in force immediately after its passage.

CONTRACT

THIS AGREEMENT made this 29<sup>th</sup> day of August, 2011, by and between, Mid-Ohio Paving, a corporation organized and existing under the laws of the State of Ohio (hereinafter called the “Contractor”) and the Delaware County Commissioners (hereinafter called the “Owner”).

WITNESSETH, that the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1.      Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the street improvements on S. Grove, E. Bell Ave, Elementary School Alley, Coffey, Kohuers, and Hanson Alleys in the Village of Ashley.

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follow: paving repairs with partial depth and asphalt overlays to be done on S. Grove, E. Bell Ave, Elementary School Alley, Coffey, Kohuers, and Hanson Alleys.

ARTICLE 2.      The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum of up to Forty-One Thousand Nine Hundred Thirteen Dollars and Ninety Cents (\$ 41,913.90), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3.      Contract.

The executed contract documents shall consist of the following:

- a.      This Agreement
- b.      Addenda
- c.      Invitation for Bids
- d.      Instructions to Bidders
- e.      Signed copy of Bid
- f.      General Conditions, Parts I and II
- g.      Special Conditions
- h.      Technical Specifications
- i.      Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Agreement as if hereto attached or herein repeated, forms the entire Agreement between the parties hereto. In the event that any provision in any component part of this Agreement conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

Article 4.      Miscellaneous Terms & Conditions

- 4.1      Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Contractor also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities alone with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.2      This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 4.3      No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- Vote on Motion   Mr. Stapleton   Aye   Mr. Thompson   Aye   Mr. O'Brien   Aye

**IN THE MATTER OF EXECUTING A CERTIFICATE OF SUBSTANTIAL COMPLETION FOR  
THE CHESHIRE ELEMENTARY SCHOOL SANITARY SEWER IMPROVEMENTS:**

WHEREAS, the Board of County Commissioners previously executed an agreement with Fabrizi Trucking and Paving Company to complete the improvements known as DCES 10-01: Cheshire Elementary School Sanitary Sewer Improvements, and

Whereas, Fabrizio Trucking and Paving Company notified the County on August 16<sup>th</sup>, 2011 that the work is substantially complete, and

Whereas, the County agrees with Fabrizi Trucking and Paving Company that the project is substantially complete, and

THEREFORE be it resolved that the Board of County Commissioners execute a Certificate of Substantial Completion to Fabrizi Trucking and Paving Company for the Cheshire Elementary School Sanitary Sewer Improvements, contract DCES 10-01.

Project: Cheshire Elementary School Sanitary Sewer Improvements	Owner: Delaware County Board of Commissioners	Owner's Contract No.: DCES 10-01
Contract:		Date of Contract:
Contractor: Fabrizio Trucking and Paving Company, Inc.		Engineer's Project No.:

X All Work under the Contract Documents: The following specified portions:  
Date of Substantial Completion  
August 16, 2011

A definitive list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities	X	Not Amended
Owner's Amended Responsibilities:		
Contractor's Amended Responsibilities:		
The following documents are attached to and made part of this Certificate:		
Letter Dated August 16, 2011-"RE-Substantial Completion List of Items to Be Completed or Corrected"		

Vote on Motion   Mr. O'Brien   Aye   Mr. Thompson   Aye   Mr. Stapleton   Aye

RESOLUTION NO. 11-922

IN THE MATTER OF APPROVING CHANGE ORDER # 6 OF THE CHESHIRE ELEMENTARY SCHOOL SANITARY SEWER IMPROVEMENT PROJECT:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Whereas, Fabrizio Trucking and Paving Company Construction is under contract to install the Cheshire Elementary School Sanitary Sewer Improvements, and

Whereas, the project is almost complete with the exception of final restoration activities, and

Whereas, various project bid items were either non-performed, or had quantities which exceeded or were less than the original project estimate, and

Whereas, a change order is needed to incorporate these additions and deductions to the project bid items, and

Whereas, the new contract amount is \$1,215,028.64, and

Whereas, there is not a change in the contract times,

Whereas, staff and the Sanitary Engineer recommend approving Change Order #6; and

Therefore be it resolved that the Board of County Commissioners approve Change Order #6 for the Cheshire Elementary School Sanitary Sewer Improvements project.

Vote on Motion   Mr. Thompson   Aye   Mr. O'Brien   Aye   Mr. Stapleton   Aye

RESOLUTION NO. 11-923

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; FOR PENDING OR IMMINENT LITIGATION AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to adjourn into Executive Session at 9:50AM.

Vote on Motion   Mr. Thompson   Aye   Mr. Stapleton   Aye   Mr. O'Brien   Aye

RESOLUTION NO. 11-924

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 11:08AM.

Vote on Motion   Mr. Stapleton   Aye   Mr. Thompson   Aye   Mr. O'Brien   Aye



COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011

RESOLUTION NO. 11-925

IN THE MATTER OF APPROVING AGREEMENTS WITH WEDGEWOOD PROFESSIONAL VILLAGE, LLC, TO PAY DELINQUENT SANITARY SEWER CAPACITY FEES TO THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, in 2008, Wedgewood Professional Village, LLC (“WPV”) constructed four buildings near Sawmill Parkway and Presidential Parkway, heretofore known as Building 17 Wedgewood Professional Village; Building 18 Wedgewood Professional Village; Building 19 Wedgewood Professional Village; and Building 20 Wedgewood Professional Village; and

WHEREAS, unbeknownst to the County, WPV connected the aforementioned buildings to the County’s sanitary sewer system without first paying the County’s capacity fees; and

WHEREAS, the County discovered in 2011 that the aforementioned buildings were connected illegally to the County sewer system; and

WHEREAS, County Staff has negotiated payment agreements with WPV to collect the delinquent capacity fees, plus late fees and interest consistent with the policies of the Regional Sewer District; and

WHEREAS, County staff recommends that the Board of Commissioners approve the payment agreements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio hereby approves the following four Agreements to Pay Delinquent Sanitary Sewer Capacity Fees to the Delaware County Regional Sewer District:

WPV Building 17

AGREEMENT TO PAY DELINQUENT SANITARY SEWER CAPACITY FEES  
TO THE DELAWARE COUNTY REGIONAL SEWER DISTRICT

ARTICLE 1 – PREAMBLE

This Agreement is entered into this 29th day of August, 2011, by and between the Delaware County Regional Sewer District, acting through the Delaware County Board of Commissioners, (the “County”), whose address is 50 Channing Street, Delaware, Ohio 43015, and Wedgewood Professional Village, LLC (“Debtor”), whose address is 6233 Avery Road, Dublin, Ohio 43016, (collectively the “Parties”).

ARTICLE 2 – PURPOSE

The purpose of this Agreement is to provide for the conditions on which Debtor shall pay the County for delinquent sanitary sewer capacity fees in the amount indicated herein (the “Debt”). By signing this Agreement, Debtor understands and acknowledges that it owes the Debt to the County and agrees to pay the Debt, pursuant to the following:

Parcel ID:	31934103012505
Building Number:	17 Wedgewood Professional Village
Address(es):	10266-10268 Sawmill Parkway, Powell, Ohio 43065
Base Sanitary Sewer Capacity Fee:	\$6,136.00
Total late fee of 5% per annum Rounded to 3 years:	\$967.19
Principal Owed for Delinquent Sanitary Sewer Capacity Fees:	\$7,103.19
Annual Interest Rate for Installment Payment Option:	6.5%
Monthly Rate	0.5416% per month
Down Payment:	\$0.00
Installment Amount Due on	

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011

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the 22 <sup>nd</sup> of each month:	Months 1–59: \$138.99	Month 60: \$137.68
Total Installments:	60	
Installment Plan:	Monthly	
Payment Period Starts:	9/1/2011	
Payment Period Ends:	9/1/2016	

ARTICLE 3 – TERM

This Agreement shall take effect immediately upon ratification by the Parties hereto and shall continue in effect until the Debt is fully discharged or this Agreement is otherwise terminated.

ARTICLE 4 – PAYMENT

Debtor agrees to make installment payments in accordance with Article 2 of this Agreement. Debtor may, without penalty, make full payment of the entire balance of the Debt at any time prior to the last installment date. Additional payments that do not pay off the principal in full will not be accepted, except as approved in writing by the County. Payments shall be made in cash or check, or another payment method as the County may approve in writing, to the County at the address listed in Article 1 of this Agreement. The payment installment schedule is attached hereto as Exhibit A and, by this reference, fully incorporated into this Agreement.

ARTICLE 5 – DEFAULT

The County may, at its sole option and without notice or demand, accelerate the maturity of the obligations evidenced hereby, which shall be immediately due and payable upon Debtor failing to make any payment pursuant to this Agreement. Additionally, the County may, at its sole option, upon Debtor’s failure to pay an installment as provided herein, render this Agreement void, and all interest and or penalty previously accrued against the property will be immediately charged and subject to legal action.

ARTICLE 6 – WAIVERS

Waiver of Right to Trial by Jury. The Debtor acknowledges that, as to any and all disputes that may arise between the Debtor and the County, the nature of the transaction out of which this Agreement arises would make any such dispute unsuitable for trial by jury. Accordingly, the Debtor hereby waives any right to trial by jury as to any and all disputes that may arise relating to this Agreement or to any of the other instruments or documents executed in connection herewith.

Warrant of Attorney. The Debtor authorizes any attorney at law to appear in any Court of Record in the State of Ohio or in any other state or territory of the United States after the above indebtedness becomes due, whether by acceleration or otherwise, to waive the issuing and service of process, and to confess judgment against any one or more of the undersigned in favor of the County for the amount then appearing due together with costs of suit, and thereupon to waive all errors and all rights of appeal and stays of execution. No such judgment or judgments against less than all of the undersigned shall be a bar to a subsequent judgment or judgments against any one or more of the undersigned against whom judgment has not been obtained hereon; this being a joint and several warrant of attorney to confess judgment.

**WARNING TO DEBTOR – BY SIGNING THIS AGREEMENT YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE COUNTY WHETHER FOR ANY CAUSE.**

**DEBTOR CERTIFIES THAT IT HAS REVIEWED THIS AGREEMENT WITH AN ATTORNEY OF ITS CHOOSING OR SPECIFICALLY WAIVED ANY RIGHT TO DO SO.**

ARTICLE 7 – AUTHORITY TO SIGN

The individual executing this Agreement on behalf of the Debtor hereby certifies that he is the Debtor’s duly authorized representative with full authority to sign on behalf of Debtor and to bind Debtor to the terms and conditions of this Agreement.

ARTICLE 8 – SEVERABILITY

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions,

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011

provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

ARTICLE 9 – ENTIRE AGREEMENT; ASSIGNMENT

This Agreement, and all documents incorporated by reference herein, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties. Debtor may assign this Agreement, provided Debtor first obtains County’s express written consent.

IN WITNESS WHEREOF, the Parties hereto have set their hands to duplicates hereof the day and year first above written and this Agreement is to be binding upon the heirs, executors, administrators and assigns of the Parties.

EXHIBIT A  
INSTALLMENT SCHEDULE  
WPV Building 17, 10266-10268 Sawmill Parkway, Powell, Ohio 43065

5 Year Payment Plan					
<u>MONTH</u>	<u>YEAR</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>BALANCE</u>
					\$7,103.19
September	2011	\$138.99	\$ 38.48	\$ 100.51	\$7,002.68
October	2011	\$138.99	\$ 37.93	\$ 101.06	\$6,901.62
November	2011	\$138.99	\$ 37.38	\$ 101.61	\$6,800.01
December	2011	\$138.99	\$ 36.83	\$ 102.16	\$6,697.85
January	2012	\$138.99	\$ 36.28	\$ 102.71	\$6,595.14
February	2012	\$138.99	\$ 35.72	\$ 103.27	\$6,491.88
March	2012	\$138.99	\$ 35.16	\$ 103.83	\$6,388.05
April	2012	\$138.99	\$ 34.60	\$ 104.39	\$6,283.66
May	2012	\$138.99	\$ 34.04	\$ 104.95	\$6,178.71
June	2012	\$138.99	\$ 33.47	\$ 105.52	\$6,073.19
July	2012	\$138.99	\$ 32.90	\$ 106.09	\$5,967.09
August	2012	\$138.99	\$ 32.32	\$ 106.67	\$5,860.43
September	2012	\$138.99	\$ 31.74	\$ 107.25	\$5,753.18
October	2012	\$138.99	\$ 31.16	\$ 107.83	\$5,645.35
November	2012	\$138.99	\$ 30.58	\$ 108.41	\$5,536.94
December	2012	\$138.99	\$ 29.99	\$ 109.00	\$5,427.94
January	2013	\$138.99	\$ 29.40	\$ 109.59	\$5,318.36
February	2013	\$138.99	\$ 28.81	\$ 110.18	\$5,208.17
March	2013	\$138.99	\$ 28.21	\$ 110.78	\$5,097.39
April	2013	\$138.99	\$ 27.61	\$ 111.38	\$4,986.02
May	2013	\$138.99	\$ 27.01	\$ 111.98	\$4,874.03
June	2013	\$138.99	\$ 26.40	\$ 112.59	\$4,761.44
July	2013	\$138.99	\$ 25.79	\$ 113.20	\$4,648.25
August	2013	\$138.99	\$ 25.18	\$ 113.81	\$4,534.43
September	2013	\$138.99	\$ 24.56	\$ 114.43	\$4,420.00
October	2013	\$138.99	\$ 23.94	\$ 115.05	\$4,304.96
November	2013	\$138.99	\$ 23.32	\$ 115.67	\$4,189.28
December	2013	\$138.99	\$ 22.69	\$ 116.30	\$4,072.99
January	2014	\$138.99	\$ 22.06	\$ 116.93	\$3,956.06
February	2014	\$138.99	\$ 21.43	\$ 117.56	\$3,838.50
March	2014	\$138.99	\$ 20.79	\$ 118.20	\$3,720.30
April	2014	\$138.99	\$ 20.15	\$ 118.84	\$3,601.46
May	2014	\$138.99	\$ 19.51	\$ 119.48	\$3,481.98
June	2014	\$138.99	\$ 18.86	\$ 120.13	\$3,361.85
July	2014	\$138.99	\$ 18.21	\$ 120.78	\$3,241.07
August	2014	\$138.99	\$ 17.56	\$ 121.43	\$3,119.64
September	2014	\$138.99	\$ 16.90	\$ 122.09	\$2,997.54
October	2014	\$138.99	\$ 16.24	\$ 122.75	\$2,874.79
November	2014	\$138.99	\$ 15.57	\$ 123.42	\$2,751.37
December	2014	\$138.99	\$ 14.90	\$ 124.09	\$2,627.29
January	2015	\$138.99	\$ 14.23	\$ 124.76	\$2,502.53
February	2015	\$138.99	\$ 13.56	\$ 125.43	\$2,377.09
March	2015	\$138.99	\$ 12.88	\$ 126.11	\$2,250.98
<u>MONTH</u>	<u>YEAR</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>BALANCE</u>
April	2015	\$138.99	\$ 12.19	\$ 126.80	\$2,124.18
May	2015	\$138.99	\$ 11.51	\$ 127.48	\$1,996.70

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011

June	2015	\$138.99	\$ 10.82	\$ 128.17	\$1,868.52
July	2015	\$138.99	\$ 10.12	\$ 128.87	\$1,739.65
August	2015	\$138.99	\$ 9.42	\$ 129.57	\$1,610.09
September	2015	\$138.99	\$ 8.72	\$ 130.27	\$1,479.82
October	2015	\$138.99	\$ 8.02	\$ 130.97	\$1,348.84
November	2015	\$138.99	\$ 7.31	\$ 131.68	\$1,217.16
December	2015	\$138.99	\$ 6.59	\$ 132.40	\$1,084.76
January	2016	\$138.99	\$ 5.88	\$ 133.11	\$ 951.65
February	2016	\$138.99	\$ 5.15	\$ 133.84	\$ 817.81
March	2016	\$138.99	\$ 4.43	\$ 134.56	\$ 683.25
April	2016	\$138.99	\$ 3.70	\$ 135.29	\$ 547.96
May	2016	\$138.99	\$ 2.97	\$ 136.02	\$ 411.94
June	2016	\$138.99	\$ 2.23	\$ 136.76	\$ 275.18
July	2016	\$138.99	\$ 1.49	\$ 137.50	\$ 137.68
August	2016	\$137.68	\$ 0.00	\$ 137.68	\$ (0.00)

WPV Building 18

AGREEMENT TO PAY DELINQUENT SANITARY SEWER CAPACITY FEES  
TO THE DELAWARE COUNTY REGIONAL SEWER DISTRICT

ARTICLE 1 – PREAMBLE

This Agreement is entered into this 29th day of August, 2011, by and between the Delaware County Regional Sewer District, acting through the Delaware County Board of Commissioners, (the “County”), whose address is 50 Channing Street, Delaware, Ohio 43015, and Wedgewood Professional Village, LLC (“Debtor”), whose address is 6233 Avery Road, Dublin, Ohio 43016, (collectively the “Parties”).

ARTICLE 2 – PURPOSE

The purpose of this Agreement is to provide for the conditions on which Debtor shall pay the County for delinquent sanitary sewer capacity fees in the amount indicated herein (the “Debt”). By signing this Agreement, Debtor understands and acknowledges that it owes the Debt to the County and agrees to pay the Debt, pursuant to the following:

Parcel ID:	31934103012505
Building Number:	18 Wedgewood Professional Village
Address(es):	10260-10262 Sawmill Parkway, Powell, Ohio 43065
Base Sanitary Sewer Capacity Fee:	\$6,136.00
Total late fee of 5% per annum Rounded to 3 years:	\$967.19
Principal Owed for Delinquent Sanitary Sewer Capacity Fees:	\$7,103.19
Annual Interest Rate for Installment Payment Option:	6.5%
Monthly Rate	0.5416% per month
Down Payment:	\$0.00
Installment Amount Due on the 22 <sup>nd</sup> of each month:	Months 1–59: \$138.99      Month 60: \$137.68
Total Installments:	60
Installment Plan:	Monthly
Payment Period Starts:	9/1/2011
Payment Period Ends:	9/1/2016

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011**

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**ARTICLE 3 – TERM**

This Agreement shall take effect immediately upon ratification by the Parties hereto and shall continue in effect until the Debt is fully discharged or this Agreement is otherwise terminated.

**ARTICLE 4 – PAYMENT**

Debtor agrees to make installment payments in accordance with Article 2 of this Agreement. Debtor may, without penalty, make full payment of the entire balance of the Debt at any time prior to the last installment date. Additional payments that do not pay off the principal in full will not be accepted, except as approved in writing by the County. Payments shall be made in cash or check, or another payment method as the County may approve in writing, to the County at the address listed in Article 1 of this Agreement. The payment installment schedule is attached hereto as Exhibit A and, by this reference, fully incorporated into this Agreement.

**ARTICLE 5 – DEFAULT**

The County may, at its sole option and without notice or demand, accelerate the maturity of the obligations evidenced hereby, which shall be immediately due and payable upon Debtor failing to make any payment pursuant to this Agreement. Additionally, the County may, at its sole option, upon Debtor's failure to pay an installment as provided herein, render this Agreement void, and all interest and or penalty previously accrued against the property will be immediately charged and subject to legal action.

**ARTICLE 6 – WAIVERS**

Waiver of Right to Trial by Jury. The Debtor acknowledges that, as to any and all disputes that may arise between the Debtor and the County, the nature of the transaction out of which this Agreement arises would make any such dispute unsuitable for trial by jury. Accordingly, the Debtor hereby waives any right to trial by jury as to any and all disputes that may arise relating to this Agreement or to any of the other instruments or documents executed in connection herewith.

Warrant of Attorney. The Debtor authorizes any attorney at law to appear in any Court of Record in the State of Ohio or in any other state or territory of the United States after the above indebtedness becomes due, whether by acceleration or otherwise, to waive the issuing and service of process, and to confess judgment against any one or more of the undersigned in favor of the County for the amount then appearing due together with costs of suit, and thereupon to waive all errors and all rights of appeal and stays of execution. No such judgment or judgments against less than all of the undersigned shall be a bar to a subsequent judgment or judgments against any one or more of the undersigned against whom judgment has not been obtained hereon; this being a joint and several warrant of attorney to confess judgment.

**WARNING TO DEBTOR – BY SIGNING THIS AGREEMENT YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE COUNTY WHETHER FOR ANY CAUSE.**

**DEBTOR CERTIFIES THAT IT HAS REVIEWED THIS AGREEMENT WITH AN ATTORNEY OF ITS CHOOSING OR SPECIFICALLY WAIVED ANY RIGHT TO DO SO.**

**ARTICLE 7 – AUTHORITY TO SIGN**

The individual executing this Agreement on behalf of the Debtor hereby certifies that he is the Debtor's duly authorized representative with full authority to sign on behalf of Debtor and to bind Debtor to the terms and conditions of this Agreement.

**ARTICLE 8 – SEVERABILITY**

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

**ARTICLE 9 – ENTIRE AGREEMENT; ASSIGNMENT**

This Agreement, and all documents incorporated by reference herein, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties. Debtor may assign this Agreement, provided Debtor first obtains County's express written consent.

IN WITNESS WHEREOF, the Parties hereto have set their hands to duplicates hereof the day and year first above

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011

written and this Agreement is to be binding upon the heirs, executors, administrators and assigns of the Parties.

EXHIBIT A  
INSTALLMENT SCHEDULE  
WPV Building 18, 10260-10262 Sawmill Parkway, Powell, Ohio 43065

5 Year Payment Plan					
<u>MONTH</u>	<u>YEAR</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>BALANCE</u>
					\$7,103.19
September	2011	\$138.99	\$ 38.48	\$ 100.51	\$7,002.68
October	2011	\$138.99	\$ 37.93	\$ 101.06	\$6,901.62
November	2011	\$138.99	\$ 37.38	\$ 101.61	\$6,800.01
December	2011	\$138.99	\$ 36.83	\$ 102.16	\$6,697.85
January	2012	\$138.99	\$ 36.28	\$ 102.71	\$6,595.14
February	2012	\$138.99	\$ 35.72	\$ 103.27	\$6,491.88
March	2012	\$138.99	\$ 35.16	\$ 103.83	\$6,388.05
April	2012	\$138.99	\$ 34.60	\$ 104.39	\$6,283.66
May	2012	\$138.99	\$ 34.04	\$ 104.95	\$6,178.71
June	2012	\$138.99	\$ 33.47	\$ 105.52	\$6,073.19
July	2012	\$138.99	\$ 32.90	\$ 106.09	\$5,967.09
August	2012	\$138.99	\$ 32.32	\$ 106.67	\$5,860.43
September	2012	\$138.99	\$ 31.74	\$ 107.25	\$5,753.18
October	2012	\$138.99	\$ 31.16	\$ 107.83	\$5,645.35
November	2012	\$138.99	\$ 30.58	\$ 108.41	\$5,536.94
December	2012	\$138.99	\$ 29.99	\$ 109.00	\$5,427.94
January	2013	\$138.99	\$ 29.40	\$ 109.59	\$5,318.36
February	2013	\$138.99	\$ 28.81	\$ 110.18	\$5,208.17
March	2013	\$138.99	\$ 28.21	\$ 110.78	\$5,097.39
April	2013	\$138.99	\$ 27.61	\$ 111.38	\$4,986.02
May	2013	\$138.99	\$ 27.01	\$ 111.98	\$4,874.03
June	2013	\$138.99	\$ 26.40	\$ 112.59	\$4,761.44
July	2013	\$138.99	\$ 25.79	\$ 113.20	\$4,648.25
August	2013	\$138.99	\$ 25.18	\$ 113.81	\$4,534.43
September	2013	\$138.99	\$ 24.56	\$ 114.43	\$4,420.00
October	2013	\$138.99	\$ 23.94	\$ 115.05	\$4,304.96
November	2013	\$138.99	\$ 23.32	\$ 115.67	\$4,189.28
December	2013	\$138.99	\$ 22.69	\$ 116.30	\$4,072.99
January	2014	\$138.99	\$ 22.06	\$ 116.93	\$3,956.06
February	2014	\$138.99	\$ 21.43	\$ 117.56	\$3,838.50
March	2014	\$138.99	\$ 20.79	\$ 118.20	\$3,720.30
April	2014	\$138.99	\$ 20.15	\$ 118.84	\$3,601.46
May	2014	\$138.99	\$ 19.51	\$ 119.48	\$3,481.98
June	2014	\$138.99	\$ 18.86	\$ 120.13	\$3,361.85
July	2014	\$138.99	\$ 18.21	\$ 120.78	\$3,241.07
August	2014	\$138.99	\$ 17.56	\$ 121.43	\$3,119.64
September	2014	\$138.99	\$ 16.90	\$ 122.09	\$2,997.54
October	2014	\$138.99	\$ 16.24	\$ 122.75	\$2,874.79
November	2014	\$138.99	\$ 15.57	\$ 123.42	\$2,751.37
December	2014	\$138.99	\$ 14.90	\$ 124.09	\$2,627.29
January	2015	\$138.99	\$ 14.23	\$ 124.76	\$2,502.53
February	2015	\$138.99	\$ 13.56	\$ 125.43	\$2,377.09
March	2015	\$138.99	\$ 12.88	\$ 126.11	\$2,250.98
<u>MONTH</u>	<u>YEAR</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>BALANCE</u>
April	2015	\$138.99	\$ 12.19	\$ 126.80	\$2,124.18
May	2015	\$138.99	\$ 11.51	\$ 127.48	\$1,996.70
June	2015	\$138.99	\$ 10.82	\$ 128.17	\$1,868.52
July	2015	\$138.99	\$ 10.12	\$ 128.87	\$1,739.65
August	2015	\$138.99	\$ 9.42	\$ 129.57	\$1,610.09
September	2015	\$138.99	\$ 8.72	\$ 130.27	\$1,479.82
October	2015	\$138.99	\$ 8.02	\$ 130.97	\$1,348.84
November	2015	\$138.99	\$ 7.31	\$ 131.68	\$1,217.16
December	2015	\$138.99	\$ 6.59	\$ 132.40	\$1,084.76
January	2016	\$138.99	\$ 5.88	\$ 133.11	\$ 951.65
February	2016	\$138.99	\$ 5.15	\$ 133.84	\$ 817.81

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011

March	2016	\$138.99	\$ 4.43	\$ 134.56	\$ 683.25
April	2016	\$138.99	\$ 3.70	\$ 135.29	\$ 547.96
May	2016	\$138.99	\$ 2.97	\$ 136.02	\$ 411.94
June	2016	\$138.99	\$ 2.23	\$ 136.76	\$ 275.18
July	2016	\$138.99	\$ 1.49	\$ 137.50	\$ 137.68
August	2016	\$137.68	\$ 0.00	\$ 137.68	\$ (0.00)

WPV Building 19

AGREEMENT TO PAY DELINQUENT SANITARY SEWER CAPACITY FEES  
TO THE DELAWARE COUNTY REGIONAL SEWER DISTRICT

ARTICLE 1 – PREAMBLE

This Agreement is entered into this 29<sup>th</sup> day of August, 2011, by and between the Delaware County Regional Sewer District, acting through the Delaware County Board of Commissioners, (the “County”), whose address is 50 Channing Street, Delaware, Ohio 43015, and Wedgewood Professional Village, LLC (“Debtor”), whose address is 6233 Avery Road, Dublin, Ohio 43016, (collectively the “Parties”).

ARTICLE 2 – PURPOSE

The purpose of this Agreement is to provide for the conditions on which Debtor shall pay the County for delinquent sanitary sewer capacity fees in the amount indicated herein (the “Debt”). By signing this Agreement, Debtor understands and acknowledges that it owes the Debt to the County and agrees to pay the Debt, pursuant to the following:

Parcel ID:	31934103012505	
Building Number:	19 Wedgewood Professional Village	
Address(es):	10254-10256 Sawmill Parkway, Powell, Ohio 43065	
Base Sanitary Sewer Capacity Fee:	\$6,136.00	
Total late fee of 5% per annum Rounded to 3 years:	\$967.19	
Principal Owed for Delinquent Sanitary Sewer Capacity Fees:	\$7,103.19	
Annual Interest Rate for Installment Payment Option:	6.5%	
Monthly Rate	0.5416% per month	
Down Payment:	\$0.00	
Installment Amount Due on the 22 <sup>nd</sup> of each month:	Months 1–59: \$138.99	Month 60: \$137.68
Total Installments:	60	
Installment Plan:	Monthly	
Payment Period Starts:	9/1/2011	
Payment Period Ends:	9/1/2016	

ARTICLE 3 – TERM

This Agreement shall take effect immediately upon ratification by the Parties hereto and shall continue in effect until the Debt is fully discharged or this Agreement is otherwise terminated.

ARTICLE 4 – PAYMENT

Debtor agrees to make installment payments in accordance with Article 2 of this Agreement. Debtor may, without penalty, make full payment of the entire balance of the Debt at any time prior to the last installment date.

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011

Additional payments that do not pay off the principal in full will not be accepted, except as approved in writing by the County. Payments shall be made in cash or check, or another payment method as the County may approve in writing, to the County at the address listed in Article 1 of this Agreement. The payment installment schedule is attached hereto as Exhibit A and, by this reference, fully incorporated into this Agreement.

ARTICLE 5 – DEFAULT

The County may, at its sole option and without notice or demand, accelerate the maturity of the obligations evidenced hereby, which shall be immediately due and payable upon Debtor failing to make any payment pursuant to this Agreement. Additionally, the County may, at its sole option, upon Debtor’s failure to pay an installment as provided herein, render this Agreement void, and all interest and or penalty previously accrued against the property will be immediately charged and subject to legal action.

ARTICLE 6 – WAIVERS

Waiver of Right to Trial by Jury. The Debtor acknowledges that, as to any and all disputes that may arise between the Debtor and the County, the nature of the transaction out of which this Agreement arises would make any such dispute unsuitable for trial by jury. Accordingly, the Debtor hereby waives any right to trial by jury as to any and all disputes that may arise relating to this Agreement or to any of the other instruments or documents executed in connection herewith.

Warrant of Attorney. The Debtor authorizes any attorney at law to appear in any Court of Record in the State of Ohio or in any other state or territory of the United States after the above indebtedness becomes due, whether by acceleration or otherwise, to waive the issuing and service of process, and to confess judgment against any one or more of the undersigned in favor of the County for the amount then appearing due together with costs of suit, and thereupon to waive all errors and all rights of appeal and stays of execution. No such judgment or judgments against less than all of the undersigned shall be a bar to a subsequent judgment or judgments against any one or more of the undersigned against whom judgment has not been obtained hereon; this being a joint and several warrant of attorney to confess judgment.

**WARNING TO DEBTOR – BY SIGNING THIS AGREEMENT YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE COUNTY WHETHER FOR ANY CAUSE.**

**DEBTOR CERTIFIES THAT IT HAS REVIEWED THIS AGREEMENT WITH AN ATTORNEY OF ITS CHOOSING OR SPECIFICALLY WAIVED ANY RIGHT TO DO SO.**

ARTICLE 7 – AUTHORITY TO SIGN

The individual executing this Agreement on behalf of the Debtor hereby certifies that he is the Debtor’s duly authorized representative with full authority to sign on behalf of Debtor and to bind Debtor to the terms and conditions of this Agreement.

ARTICLE 8 – SEVERABILITY

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

ARTICLE 9 – ENTIRE AGREEMENT; ASSIGNMENT

This Agreement, and all documents incorporated by reference herein, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties. Debtor may assign this Agreement, provided Debtor first obtains County’s express written consent.

IN WITNESS WHEREOF, the Parties hereto have set their hands to duplicates hereof the day and year first above written and this Agreement is to be binding upon the heirs, executors, administrators and assigns of the Parties.

EXHIBIT A

INSTALLMENT SCHEDULE

WPV Building 19, 10254-10256 Sawmill Parkway, Powell, Ohio 43065

5 Year Payment Plan

<u>MONTH</u>	<u>YEAR</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>BALANCE</u>
					\$7,103.19



COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011

September	2011	\$138.99	\$ 38.48	\$ 100.51	\$7,002.68
October	2011	\$138.99	\$ 37.93	\$ 101.06	\$6,901.62
November	2011	\$138.99	\$ 37.38	\$ 101.61	\$6,800.01
December	2011	\$138.99	\$ 36.83	\$ 102.16	\$6,697.85
January	2012	\$138.99	\$ 36.28	\$ 102.71	\$6,595.14
February	2012	\$138.99	\$ 35.72	\$ 103.27	\$6,491.88
March	2012	\$138.99	\$ 35.16	\$ 103.83	\$6,388.05
April	2012	\$138.99	\$ 34.60	\$ 104.39	\$6,283.66
May	2012	\$138.99	\$ 34.04	\$ 104.95	\$6,178.71
June	2012	\$138.99	\$ 33.47	\$ 105.52	\$6,073.19
July	2012	\$138.99	\$ 32.90	\$ 106.09	\$5,967.09
August	2012	\$138.99	\$ 32.32	\$ 106.67	\$5,860.43
September	2012	\$138.99	\$ 31.74	\$ 107.25	\$5,753.18
October	2012	\$138.99	\$ 31.16	\$ 107.83	\$5,645.35
November	2012	\$138.99	\$ 30.58	\$ 108.41	\$5,536.94
December	2012	\$138.99	\$ 29.99	\$ 109.00	\$5,427.94
January	2013	\$138.99	\$ 29.40	\$ 109.59	\$5,318.36
February	2013	\$138.99	\$ 28.81	\$ 110.18	\$5,208.17
March	2013	\$138.99	\$ 28.21	\$ 110.78	\$5,097.39
April	2013	\$138.99	\$ 27.61	\$ 111.38	\$4,986.02
May	2013	\$138.99	\$ 27.01	\$ 111.98	\$4,874.03
June	2013	\$138.99	\$ 26.40	\$ 112.59	\$4,761.44
July	2013	\$138.99	\$ 25.79	\$ 113.20	\$4,648.25
August	2013	\$138.99	\$ 25.18	\$ 113.81	\$4,534.43
September	2013	\$138.99	\$ 24.56	\$ 114.43	\$4,420.00
October	2013	\$138.99	\$ 23.94	\$ 115.05	\$4,304.96
November	2013	\$138.99	\$ 23.32	\$ 115.67	\$4,189.28
December	2013	\$138.99	\$ 22.69	\$ 116.30	\$4,072.99
January	2014	\$138.99	\$ 22.06	\$ 116.93	\$3,956.06
February	2014	\$138.99	\$ 21.43	\$ 117.56	\$3,838.50
March	2014	\$138.99	\$ 20.79	\$ 118.20	\$3,720.30
April	2014	\$138.99	\$ 20.15	\$ 118.84	\$3,601.46
May	2014	\$138.99	\$ 19.51	\$ 119.48	\$3,481.98
June	2014	\$138.99	\$ 18.86	\$ 120.13	\$3,361.85
July	2014	\$138.99	\$ 18.21	\$ 120.78	\$3,241.07
August	2014	\$138.99	\$ 17.56	\$ 121.43	\$3,119.64
September	2014	\$138.99	\$ 16.90	\$ 122.09	\$2,997.54
October	2014	\$138.99	\$ 16.24	\$ 122.75	\$2,874.79
November	2014	\$138.99	\$ 15.57	\$ 123.42	\$2,751.37
December	2014	\$138.99	\$ 14.90	\$ 124.09	\$2,627.29
January	2015	\$138.99	\$ 14.23	\$ 124.76	\$2,502.53
February	2015	\$138.99	\$ 13.56	\$ 125.43	\$2,377.09
March	2015	\$138.99	\$ 12.88	\$ 126.11	\$2,250.98
<b><u>MONTH</u></b>	<b><u>YEAR</u></b>	<b><u>PAYMENT</u></b>	<b><u>INTEREST</u></b>	<b><u>PRINCIPAL</u></b>	<b><u>BALANCE</u></b>
April	2015	\$138.99	\$ 12.19	\$ 126.80	\$2,124.18
May	2015	\$138.99	\$ 11.51	\$ 127.48	\$1,996.70
June	2015	\$138.99	\$ 10.82	\$ 128.17	\$1,868.52
July	2015	\$138.99	\$ 10.12	\$ 128.87	\$1,739.65
August	2015	\$138.99	\$ 9.42	\$ 129.57	\$1,610.09
September	2015	\$138.99	\$ 8.72	\$ 130.27	\$1,479.82
October	2015	\$138.99	\$ 8.02	\$ 130.97	\$1,348.84
November	2015	\$138.99	\$ 7.31	\$ 131.68	\$1,217.16
December	2015	\$138.99	\$ 6.59	\$ 132.40	\$1,084.76
January	2016	\$138.99	\$ 5.88	\$ 133.11	\$ 951.65
February	2016	\$138.99	\$ 5.15	\$ 133.84	\$ 817.81
March	2016	\$138.99	\$ 4.43	\$ 134.56	\$ 683.25
April	2016	\$138.99	\$ 3.70	\$ 135.29	\$ 547.96
May	2016	\$138.99	\$ 2.97	\$ 136.02	\$ 411.94
June	2016	\$138.99	\$ 2.23	\$ 136.76	\$ 275.18
July	2016	\$138.99	\$ 1.49	\$ 137.50	\$ 137.68
August	2016	\$137.68	\$ 0.00	\$ 137.68	\$ (0.00)

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011

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AGREEMENT TO PAY DELINQUENT SANITARY SEWER CAPACITY FEES  
TO THE DELAWARE COUNTY REGIONAL SEWER DISTRICT

ARTICLE 1 – PREAMBLE

This Agreement is entered into this 29<sup>th</sup> day of August, 2011, by and between the Delaware County Regional Sewer District, acting through the Delaware County Board of Commissioners, (the “County”), whose address is 50 Channing Street, Delaware, Ohio 43015, and Wedgewood Professional Village, LLC (“Debtor”), whose address is 6233 Avery Road, Dublin, Ohio 43016, (collectively the “Parties”).

ARTICLE 2 – PURPOSE

The purpose of this Agreement is to provide for the conditions on which Debtor shall pay the County for delinquent sanitary sewer capacity fees in the amount indicated herein (the “Debt”). By signing this Agreement, Debtor understands and acknowledges that it owes the Debt to the County and agrees to pay the Debt, pursuant to the following:

Parcel ID:	31934103012505
Building Number:	20 Wedgewood Professional Village
Address(es):	10248-10250 Sawmill Parkway, Powell, Ohio 43065
Base Sanitary Sewer Capacity Fee:	\$7,670.00
Total late fee of 5% per annum Rounded to 3 years:	\$1,208.98
Principal Owed for Delinquent Sanitary Sewer Capacity Fees:	\$8,878.98
Annual Interest Rate for Installment Payment Option:	6.5%
Monthly Rate	0.5416% per month
Down Payment:	\$0.00
Installment Amount Due on the 22 <sup>nd</sup> of each month:	Months 1-59: \$173.73; Month 60-\$172.79
Total Installments:	60
Installment Plan:	Monthly
Payment Period Starts:	9/1/2011
Payment Period Ends:	9/1/2016

ARTICLE 3 – TERM

This Agreement shall take effect immediately upon ratification by the Parties hereto and shall continue in effect until the Debt is fully discharged or this Agreement is otherwise terminated.

ARTICLE 4 – PAYMENT

Debtor agrees to make installment payments in accordance with Article 2 of this Agreement. Debtor may, without penalty, make full payment of the entire balance of the Debt at any time prior to the last installment date. Additional payments that do not pay off the principal in full will not be accepted, except as approved in writing by the County. Payments shall be made in cash or check, or another payment method as the County may approve in writing, to the County at the address listed in Article 1 of this Agreement. The payment installment schedule is attached hereto as Exhibit A and, by this reference, fully incorporated into this Agreement.

ARTICLE 5 – DEFAULT

The County may, at its sole option and without notice or demand, accelerate the maturity of the obligations evidenced hereby, which shall be immediately due and payable upon Debtor failing to make any payment pursuant to this Agreement. Additionally, the County may, at its sole option, upon Debtor’s failure to pay an installment as provided

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011

herein, render this Agreement void, and all interest and or penalty previously accrued against the property will be immediately charged and subject to legal action.

ARTICLE 6 – WAIVERS

Waiver of Right to Trial by Jury. The Debtor acknowledges that, as to any and all disputes that may arise between the Debtor and the County, the nature of the transaction out of which this Agreement arises would make any such dispute unsuitable for trial by jury. Accordingly, the Debtor hereby waives any right to trial by jury as to any and all disputes that may arise relating to this Agreement or to any of the other instruments or documents executed in connection herewith.

Warrant of Attorney. The Debtor authorizes any attorney at law to appear in any Court of Record in the State of Ohio or in any other state or territory of the United States after the above indebtedness becomes due, whether by acceleration or otherwise, to waive the issuing and service of process, and to confess judgment against any one or more of the undersigned in favor of the County for the amount then appearing due together with costs of suit, and thereupon to waive all errors and all rights of appeal and stays of execution. No such judgment or judgments against less than all of the undersigned shall be a bar to a subsequent judgment or judgments against any one or more of the undersigned against whom judgment has not been obtained hereon; this being a joint and several warrant of attorney to confess judgment.

**WARNING TO DEBTOR – BY SIGNING THIS AGREEMENT YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE COUNTY WHETHER FOR ANY CAUSE.**

**DEBTOR CERTIFIES THAT IT HAS REVIEWED THIS AGREEMENT WITH AN ATTORNEY OF ITS CHOOSING OR SPECIFICALLY WAIVED ANY RIGHT TO DO SO.**

ARTICLE 7 – AUTHORITY TO SIGN

The individual executing this Agreement on behalf of the Debtor hereby certifies that he is the Debtor’s duly authorized representative with full authority to sign on behalf of Debtor and to bind Debtor to the terms and conditions of this Agreement.

ARTICLE 8 – SEVERABILITY

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

ARTICLE 9 – ENTIRE AGREEMENT; ASSIGNMENT

This Agreement, and all documents incorporated by reference herein, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties. Debtor may assign this Agreement, provided Debtor first obtains County’s express written consent.

IN WITNESS WHEREOF, the Parties hereto have set their hands to duplicates hereof the day and year first above written and this Agreement is to be binding upon the heirs, executors, administrators and assigns of the Parties.

EXHIBIT A  
INSTALLMENT SCHEDULE  
WPV Building 20, 10248-10250 Sawmill Parkway, Powell, Ohio 43065

5 Year Payment Plan					
<u>MONTH</u>	<u>YEAR</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>BALANCE</u>
September	2011	\$173.73	\$48.09	\$125.63	\$8,878.98
October	2011	\$173.73	\$47.41	\$126.31	\$8,753.35
November	2011	\$173.73	\$46.73	\$127.00	\$8,627.04
December	2011	\$173.73	\$46.04	\$127.69	\$8,500.04
January	2012	\$173.73	\$45.35	\$128.38	\$8,372.35
February	2012	\$173.73	\$44.65	\$129.07	\$8,243.98
March	2012	\$173.73	\$43.96	\$129.77	\$8,114.90
April	2012	\$173.73	\$43.25	\$130.47	\$7,985.13
					\$7,854.66

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011

May	2012	\$173.73	\$42.55	\$131.18	\$7,723.48
June	2012	\$173.73	\$41.84	\$131.89	\$7,591.58
July	2012	\$173.73	\$41.12	\$132.61	\$7,458.98
August	2012	\$173.73	\$40.40	\$133.32	\$7,325.65
September	2012	\$173.73	\$39.68	\$134.05	\$7,191.61
October	2012	\$173.73	\$38.95	\$134.77	\$7,056.83
November	2012	\$173.73	\$38.22	\$135.50	\$6,921.33
December	2012	\$173.73	\$37.49	\$136.24	\$6,785.09
January	2013	\$173.73	\$36.75	\$136.97	\$6,648.12
February	2013	\$173.73	\$36.01	\$137.72	\$6,510.40
March	2013	\$173.73	\$35.26	\$138.46	\$6,371.94
April	2013	\$173.73	\$34.51	\$139.21	\$6,232.73
May	2013	\$173.73	\$33.76	\$139.97	\$6,092.76
June	2013	\$173.73	\$33.00	\$140.73	\$5,952.03
July	2013	\$173.73	\$32.24	\$141.49	\$5,810.55
August	2013	\$173.73	\$31.47	\$142.25	\$5,668.29
September	2013	\$173.73	\$30.70	\$143.02	\$5,525.27
October	2013	\$173.73	\$29.93	\$143.80	\$5,381.47
November	2013	\$173.73	\$29.15	\$144.58	\$5,236.89
December	2013	\$173.73	\$28.37	\$145.36	\$5,091.53
January	2014	\$173.73	\$27.58	\$146.15	\$4,945.38
February	2014	\$173.73	\$26.79	\$146.94	\$4,798.44
March	2014	\$173.73	\$25.99	\$147.74	\$4,650.71
April	2014	\$173.73	\$25.19	\$148.54	\$4,502.17
May	2014	\$173.73	\$24.39	\$149.34	\$4,352.83
June	2014	\$173.73	\$23.58	\$150.15	\$4,202.68
July	2014	\$173.73	\$22.76	\$150.96	\$4,051.72
August	2014	\$173.73	\$21.95	\$151.78	\$3,899.94
September	2014	\$173.73	\$21.12	\$152.60	\$3,747.33
October	2014	\$173.73	\$20.30	\$153.43	\$3,593.90
November	2014	\$173.73	\$19.47	\$154.26	\$3,439.64
December	2014	\$173.73	\$18.63	\$155.10	\$3,284.55
January	2015	\$173.73	\$17.79	\$155.94	\$3,128.61
February	2015	\$173.73	\$16.95	\$156.78	\$2,971.83
<b><u>MONTH</u></b>	<b><u>YEAR</u></b>	<b><u>PAYMENT</u></b>	<b><u>INTEREST</u></b>	<b><u>PRINCIPAL</u></b>	<b><u>BALANCE</u></b>
March	2015	\$173.73	\$16.10	\$157.63	\$2,814.20
April	2015	\$173.73	\$15.24	\$158.48	\$2,655.72
May	2015	\$173.73	\$14.39	\$159.34	\$2,496.37
June	2015	\$173.73	\$13.52	\$160.21	\$2,336.17
July	2015	\$173.73	\$12.65	\$161.07	\$2,175.09
August	2015	\$173.73	\$11.78	\$161.95	\$2,013.15
September	2015	\$173.73	\$10.90	\$162.82	\$1,850.33
October	2015	\$173.73	\$10.02	\$163.70	\$1,686.62
November	2015	\$173.73	\$9.14	\$164.59	\$1,522.03
December	2015	\$173.73	\$8.24	\$165.48	\$1,356.55
January	2016	\$173.73	\$7.35	\$166.38	\$1,190.17
February	2016	\$173.73	\$6.45	\$167.28	\$1,022.89
March	2016	\$173.73	\$5.54	\$168.19	\$854.70
April	2016	\$173.73	\$4.63	\$169.10	\$685.60
May	2016	\$173.73	\$3.71	\$170.01	\$515.59
June	2016	\$173.73	\$2.79	\$170.93	\$344.65
July	2016	\$173.73	\$1.87	\$171.86	\$172.79
August	2016	\$ 172.79	\$0.00	\$172.79	\$0.00

Vote on Motion   Mr. O'Brien   Aye   Mr. Thompson   Aye   Mr. Stapleton   Aye

RESOLUTION NO. 11-926

FINAL HEARING FOR THE MEADOWS AT HARVEST WIND DRAINAGE IMPROVEMENT  
PETITION PROJECT:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to open the hearing at 11:10AM.

Vote on Motion   Mr. Thompson   Aye   Mr. Stapleton   Aye   Mr. O'Brien   Aye

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011**

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**RESOLUTION NO. 11-927**

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

Vote on Motion   Mr. Stapleton   Aye   Mr. Thompson   Aye   Mr. O'Brien   Aye

**RESOLUTION NO. 11-928**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE MEADOWS AT HARVEST WIND DRAINAGE IMPROVEMENT PETITION PROJECT:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to close the hearing at 11:18AM.

Vote on Motion   Mr. O'Brien   Aye   Mr. Thompson   Aye   Mr. Stapleton   Aye

**RESOLUTION NO. 11-929**

**IN THE MATTER OF COMMISSIONERS FINDING AFFIRMING ORDER AND CONFIRMING THE ASSESSMENTS FOR THE MEADOWS AT HARVEST WIND DRAINAGE IMPROVEMENT PETITION PROJECT:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Whereas, on September 20, 2010, a Drainage Improvement Petition for The Meadows At Harvest Wind was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on February 7, 2011 with Resolution 11-131 directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For The Meadows At Harvest Wind Drainage Improvement Project, and

Whereas, the Board on Monday the 29<sup>th</sup> day of August 2011, held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Meadows At Harvest Wind Drainage Improvement Petition Project; and

Whereas, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio as follows:

The Board hereby finds that the proposed improvement (maintenance assessment) is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement (maintenance assessment) will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer, and

This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

FURTHER BE IT RESOLVED, The maintenance fund shall be maintained, as needed, by an assessment levied not more often than once annually upon the benefited owners, as defined in [section 6131.01](#) of the Revised Code, apportioned on the basis of the estimated benefits for construction of the improvement. An assessment shall represent such a percentage of the estimated benefits as is estimated by the engineer and found adequate by the board or joint board to effect the purpose of [section 6137.02](#) of the Revised Code, except that at no time shall a maintenance fund have an unencumbered balance greater than twenty per cent (20%) of all construction costs of the improvement. The minimum assessment shall be two dollars. Any cost incurred from the petition project process will be paid from the annual Drainage Improvement assessments.

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 29, 2011

Vote on Motion   Mr. Thompson   Aye   Mr. O'Brien   Aye   Mr. Stapleton   Aye

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien  
-On Sunday Attended The Township Association Meeting

Commissioner Thompson  
-Will Be Absent On Wednesday And Thursday

Commissioner Stapleton  
-No Additional Comments

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Ken O’Brien

\_\_\_\_\_  
Dennis Stapleton

\_\_\_\_\_  
Tommy Thompson

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners