

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 5, 2005

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

- 10:00 AM Bid Opening Date And Time For Three Multi-Purpose Dump Truck Bodies (50 Channing Street)
- 1:00 PM Prosecutor Session (Commissioners Hearing Room)
- 7:30 PM Final Hearing For The Chadwick Ditch No. 135 Ditch Project (Room G-35 Rutherford B. Hayes Building)

RESOLUTION NO. 05-881

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into executive Session at 1:40PM.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-882

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 2:10PM.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

PUBLIC COMMENT

RESOLUTION NO. 05-883

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 30, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held June 30, 2005 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Abstain Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-884

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR071:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR071, and Purchase Orders and Vouchers as listed:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Miller Pavement Maintenance	FY’04 Liberty Twp.	23011715-5365	\$ 25,000.00
Miller Pavement Maintenance	RLF Liberty Twp.	23111709-5365	\$ 25,000.00
Schottenstein, Zox & Dunn	Legal Services for Perry Taggart	65511918-5301	\$ 50,000.00
Increase			
Quality Control Inspection	Contracted Inspection Services	65111904-5301	\$ 50,000.00
Vouchers			
Jobs for OH Grads	WIA Services	22311611-5348	\$ 12,000.00
JG Contracting Company, Inc.	June 2005 Milestone Payment	41111421-5410	\$ 247,129.00
Charles Hodges	Full & Final Settlement of Claims	60111901-5370	\$ 7,000.00
Ameritas Group Dental	July Premiums	75010903-5370	\$ 16,171.20
Squire, Sanders and Dempsey	Olentangy Crossing	40811422-5718	\$ 15,250.73
Gardner Denver Inc.	Air Blower for Scioto Reserve	66011913-5450	\$ 5,640.00
URS Corporation	Tunnel Consulting/Perry Taggart	65511918-5415	\$ 22,126.49
Quality Control Inspection	Contracted Inspection Services	65111904-5301	\$ 20,587.28

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Chesley Assoc., Inc.	Flo Dar Meter Model 460	65211905-5450	\$	8,259.30
Morrow Bros Ford Inc.	Liability Claim, Vehicle	60111901-5370	\$	11,483.00
	Replacement for 21-K93			

Memo Transfer Voucher

From	To			
Job and Family	Family Children’s First	Help Me Grow	\$	12,630.55
22411601-5301	70161607-4501			

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05 -885

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Larry Fisher, Dave Hall, Bob Lavender and Todd Barstow attend a State EMA Director’s Conference in Columbus, Ohio September 7-8, 2005, at no cost.

The Auditor’s Office is requesting that Shoreh Elhami attend a ESRI Users Conference in SanDiego, California July 24-29, 2005, at the cost of \$2,200.00.

Juvenile Court is requesting that Sharon McCollister attend a Mental Health in the Courts Training in Columbus, Ohio September 28, 2005, at the cost of \$50.00.

The Environmental Services Department is requesting that Todd Hankins attend a ESRI Seminar in Bowling Green, Ohio August 4, 2005, at no cost.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye
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RESOLUTION NO. 05-886

SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE PARKSHORE SECTIONS 1-2-4 SUBDIVISION DITCH MAINTENANCE PROJECT:

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

Whereas, the Board of Commissioners of Delaware County on March 7, 2005, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Ditch Maintenance Project of the Parkshore Sections 1-2-4 Subdivision, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports and assessments for the Ditch Maintenance Project, and

Whereas, on July 5, 2005 the Delaware County Engineer notified the Commissioners that the reports and assessments for the Parkshore Sections 1-2-4 Subdivision Ditch Maintenance Project are ready for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of the County of Delaware have fixed the **29th day of August, 2005, at 7:30PM** at the Commissioners Hearing Room 101 North Sandusky as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-887

SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE WILLOW SPRINGS NORTH SUBDIVISION DITCH MAINTENANCE PROJECT:

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

Whereas, the Board of Commissioners of Delaware County on April 4, 2005, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the Ditch Maintenance Project of the Willow Springs North Subdivision, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports and assessments for the Ditch Maintenance Project, and

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Whereas, on July 5, 2005 the Delaware County Engineer notified the Commissioners that the reports and assessments for the Willow Springs North Subdivision Ditch Maintenance Project are ready for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of the County of Delaware have fixed the **29th day of August, 2005, at 7:45PM** at the Commissioners Hearing Room 101 North Sandusky as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-888

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITIONS FOR FOOR CONCRETE COMPANY:

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

Ditch Maintenance Petition- Foor Concrete Company

We the undersigned owners of 19.943 acres in Berlin Township, Delaware County, Ohio propose to create a subdivision known as **Foor Concrete Company** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). The plats For **Foor Concrete Company** has been submitted for approval to the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action.

The cost of the drainage improvements is \$51,156.00 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. The developed commercial area of 7.553 acres will receive benefit (cost) of the project as a per acre basis . The basis for calculating the assessment for each lot is therefore, \$6,772.94 per lot. An annual maintenance fee equal to 2% of this basis \$134.46 will be collected for each developed lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$135.46 has been paid to Delaware County.

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

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-889

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR SHEFFIELD PARK SECTION 2, PHASE A; SHEFFIELD PARK SECTION 2, PHASE B AND WEDGEWOOD PARK 2, PHASE D:

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

Sheffield Park Section 2, Phase A

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 5th day of July, 2005 between **CENTEX HOMES**, as evidenced by the **SHEFFIELD PARK SECTION 2, PHASE A** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer’s Estimate approved 6/24/05, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the

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Subdivision Regulations of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

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

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

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

ROADWAY AND STORM DRAINAGE

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

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

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

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

CONSTRUCTION

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

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

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

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

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

Sheffield Park Section 2, Phase B

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 5th day of July, 2005 between **CENTEX HOMES**, as evidenced by the **SHEFFIELD PARK SECTION 2, PHASE B** Subdivision Plat to be filed with the Delaware County

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Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 6/24/05, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

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

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

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

ROADWAY AND STORM DRAINAGE

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

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

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

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

CONSTRUCTION

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

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

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

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

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereby grants the **SUBDIVIDER** or his agent, the right and privileges to make the

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improvements stipulated herein.

Wedgewood Park 2, Phase D

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 5th day of July 2005, between **VIRGINIA HOMES**, as evidenced by the **WEDGEWOOD PARK 2, PHASE D** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 6/15/05, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

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

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

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **SIXTY-ONE THOUSAND 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

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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.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05 -890

IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF DOMINION HOMES FOR CONSTRUCTION OF GLEN OAK SECTION 2, PHASES A&B:

It was moved by Mr. Evans, seconded by Mr. Ward to approve taking action against the bond of Dominion Homes:

Glen Oak Section 2, Phases A&B

In February, 2003, your Board entered into agreement with Dominion Homes, the developer for the above referenced subdivision. In April, 2005, a Pre-final Punchlist was forwarded to Dominion, outlining the items outstanding to complete this project. In June, 2005, a letter was sent via certified mail advising Dominion of the items still remaining to complete the project and that these items would need to be completed by July 8, 2005, the expiration date of their maintenance bond. As of this date, Dominion has failed to complete all items remaining to finalize this project. The Engineer is, therefore, requesting approval to take action against the maintenance surety for this project should Dominion fail to complete the remaining items by the date of the surety’s expiration.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05 -891

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

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

Permit #	Applicant	Location	Type of Work
U05111	Del-Co Water	Liberty Road	Install road bore
U05112	Del-Co Water	Hardin Lane	Install road bore
U05113	Del-Co Water	Ashley Road	Install road bore
U05114	Del-Co Water	Liberty & Hyatts Roads	Install road bores & bury waterline
U05116	Columbia Gas	Killdeer Meadows Section 2	Install gas line
U05117	Columbia Gas	Lilac Lane	Install gas main
U05118	Columbia Gas	North Orange Section 3, Phase 2, Part B	Install gas mains
U05119	Columbia Gas	Dustin/Rome Corners Roads	Bore roads
U05120	Consolidated Electric	Trimmer Road	Replace pole
U05121	American Electric Power	Home Road	Replace poles
U05122	American Electric Power	Miller Paul Road	Install poles
U05123	Verizon	Olentangy Falls	Relocate cables
U05124	SBC	Tartan West	Trench & bore road
U05125	Columbia Gas	Manning Parkway	Install gas main
U05126	Verizon	Brindle Road	Place buried cable

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

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RESOLUTION NO. 05-892

IN THE MATTER OF APPROVING THE QUARTERLY REPORT OF THE BYRNE GRANT FOR ADULT COURT SERVICES:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the quarterly Report of the Byrne Grant.

(Copy of report available in the Commissioners office until no longer of Administrative Value).

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-893

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ADVANTAGE FOSTER CARE NETWORK; HOUSE OF NEW HOPE; KOKOMO; SAFE LANDINGS AND PRESBYTERIAN CHILD WELFARE FOR CHILD PLACEMENT SERVICES:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following Contracts:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Advantage Foster Care Network 43 E. 4 th Street Mansfield, Ohio 44902	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)
House of New Hope 8135 Mt. Vernon Road St. Louisville, Ohio 43071	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)
Kokomo 623 Berkley Road Kokomo, Indiana 46901	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)
Safe Landings 33 W. Main St. Suite 202 Newark, Ohio 43035	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)
Presbyterian Child Welfare 116 Buckhorn Lane Buckhorn, Kentucky 41721	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets,

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	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 the following Purchase Order Request:

Advantage Foster Care Network -Residential Treatment-22511607 \$25,000

House of New Hope-Residential Treatment-2511607 \$50,000

Kokomo Academy -Residential Treatment-2511608 \$32,384.00

Safe Landings-Residential Treatment-22511607 \$7,500

Presbyterian Child Welfare-Residential Treatment-22511607 \$100,000

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-894

IN THE MATTER OF AUTHORIZING THE DELAWARE COUNTY COMMISSIONERS TO ENTER INTO AN AGREEMENT WITH THE OHIO REGIONAL DEVELOPMENT CORPORATION FOR THE PROVISION OF CDBG FY 2005 FAIR HOUSING CONSULTING SERVICES CONTINGENT THAT DELAWARE COUNTY RECEIVES THE CDBG FY 2005 FUNDS FROM OHIO DEPARTMENT OF DEVELOPMENT:

It was moved by Mr. Evans, seconded by Mr. Ward to authorize the following:

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

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

WHEREAS, Delaware County is applying for Five Thousand Eight Hundred Dollars (\$5,800) through the FY05 CDBG Formula Program for Fair Housing activities.

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

- Section 1. That the Board of Commissioners authorizes the President of the Board to execute an Agreement for Fair Housing Consulting Services with The Ohio Regional Development Corporation in an amount not to exceed Five Thousand Eight Hundred Dollars (\$5,800) contingent on Delaware County receiving approval of the FY 2005 Grant from the Ohio Department of Development.
- Section 2. That this Resolution shall take effect and be in force immediately after the Ohio Department of Development awards the FY 2005 Grant to Delaware County.

FAIR HOUSING
AGREEMENT

In conjunction with the Delaware County FY 2005 CDBG Formula Program, the Ohio Regional Development Corporation (ORDC) agrees to meet the requirements for the Fair Housing portion of the grant in a timely and professional manner as follows:

General Information:

ORDC’s full time Housing Coordinator and staff will be available to receive and handle fair housing questions and complaints. In this regard an ORDC 1-800 telephone line has been established and published. The 1-800 telephone line will ring into this office and we will take calls five days a week from 8:00 am to 4:00 pm, excluding the lunch hour, daily. The lunch hour is scheduled from 12:00 noon to 1:00 pm. A voice mail system is also in place to receive messages and inquiries during the lunch hour and after regular business hours. We not only will take the calls daily, we will spend time with callers to discuss their Fair Housing concerns. A system to record the nature of the calls, the actions taken on each call and the result of the action taken has been

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established. A tracking system of calls received by area has also been established.

Fair Housing Complaint Intake and Referral:

Complaints that are received that are not fair housing complaints will be referred to the appropriate person or office. If the complaint could be a potential fair housing complaint, the Fair Housing Coordinator will inform the complainant of his/her rights to fair housing, of remedies that are available, offer written literature, offer an appointment to discuss the complaint and to help a complainant file a written complaint or offer to mail a complaint form to them to complete the form themselves. If the complainant prefers to deal directly with the Ohio Civil Rights Commission (OCRC), the Fair Housing Coordinator will offer the address and telephone number of the regional Ohio Civil Rights Office. If a complainant requires a "face to face" meeting with our staff person, we will meet them in your community at a convenient place and an acceptable and reasonable time for all parties concerned. We would receive and log all complaints and handle all necessary paper work.

Training:

Seminars will be conducted to fulfill all Fair Housing requirements for your individual program. Each seminar will generally follow ORDC's "Fair Housing Seminar Format", and will be tailored for your audience.

Outreach:

At a minimum, the number of copies of current Fair Housing brochures identified in your fair housing program will be distributed in places that will benefit the target area as specified in your program. Additional copies, as requested by agencies, will be provided at no additional charge. Our literature identifies the telephone number for the speech/hearing impaired. It also identifies a local contact number. We will take whatever reasonable measures are needed to meet guidelines.

Reports:

A fair housing report will be issued for your office on a semi-annual basis as well as a final report at the end of the grant period. The reports will contain information on the number of meetings, number of complaints and their outcomes (if known or available), number of brochures and posters distributed and the locations, and general information on the progress of the activities. All required forms will be maintained within the records and made available as needed, as they relate to the Fair Housing Program. All pertaining State and Federal guidelines will be followed.

Time of Performance

The services of the Consultant coincide with the grant period of September 1, 2005 until August 31, 2006.

Cost and Method of Payment

The cost including all overhead, travel and other expenses will be \$5,800. ORDC will invoice for work completed according to an agreed upon schedule.

Termination of Contract

If, through any cause, the Contractor (Consultant) shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the contractor (Consultant) shall violate any of the covenants, agreements or stipulations of this contract, the agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor (Consultant) of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor (Consultant) under this contract shall, at the option of the Agency, become its property and the Contractor (Consultant) shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor (Consultant) shall not be relieved of liability to the Agency for damages sustained by the Agency, by virtue of any breach of the contract by the Contractor (Consultant), and the Agency may withhold any payments to the Contractor (Consultant), for the purpose of set-off until such time as the exact amount of the damages due the Agency from the Contractor (Consultant) is determined.

Either party may terminate the Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In the event, all finished or unfinished documents and other materials shall, at the option of the Agency, become its property. If the Agreement is terminated by the Agency as provided herein, the Contractor (Consultant) will be paid an amount based on the time and expenses incurred by the Contractor (Consultant) prior to the effective date of such termination.

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Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-895

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR WOODS OF POWELL NORTH; ABBEY KNOLL SECTION 5 PHASES A & B; KELLER PINES; NORTH ORANGE SECTION 3, PHASE 2, PART B; THE PRESERVES ON SELDOM SEEN AND SHEFFIELD PARK SECTION 2:

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

Woods Of Powell North

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 5th day of July 2005, by and between **M/I HOMES OF CENTRAL OHIO, LLC**, as evidenced by the **WOODS OF POWELL NORTH** 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 **\$306,800**, representing the payment of fifty percent (50%) of the capacity charges then in effect for **104** 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 (**\$359,300**) 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 **\$43,120**, estimated to be necessary to pay the cost of plan review and inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. 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 \$75.00
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

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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 \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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

Abbey Knoll Section 5 Phases A & B

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

THIS AGREEMENT executed on this 5th day of July 2005, by and between **Rockford Homes, Inc.**, as evidenced by the **Abbey Knoll Section 5 Phases A & B** 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 **\$129,800.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **44** 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 (**\$156,918.00**) 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

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omission of any contractor or his agents or employees.

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$18,000.00**, estimated to be necessary to pay the cost of plan review and inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. 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 \$75.00
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 \$0.75 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

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and as shown on the approved plans.

Keller Pines

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

THIS AGREEMENT executed on this 5th day of July 2005, by and between **KELLER PINES LLC**, SUBDIVIDER, as evidenced by the **KELLER PINES** 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 \$84,204.37, representing the capacity charges (\$2716.27) for 31 single family residential connections. 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 (\$191,335 = \$146,835 sewer + \$44,500 WWTP upgrade) 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 **\$15,300**, 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 \$75.00
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 \$0.75 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.

North Orange Section 3, Phase 2, Part B

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

THIS AGREEMENT executed on this 5th day of July 2005, by and between **BOB WEBB PARK PLACE, LLC** SUBDIVIDER, as evidenced by the **NORTH ORANGE SECTION 3, PHASE 2, PART B** 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 **\$207,979.20**, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of \$1049.60 for each single family residential connection, for **52** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$182,810**) 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 **\$14,625**, 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 \$75.00
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 \$0.75 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.

The Preserves On Seldom Seen

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

THIS AGREEMENT executed on this 5th day of July 2005, by and between **ROMANELLI & HUGHES**

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BUILDING COMPANY, as evidenced by **THE PRESERVES ON SELDOM SEEN** 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 **\$115,050**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **39** 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 (**\$162,200**) 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 **\$19,500**, estimated to be necessary to pay the cost of plan review and inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. 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 \$75.00
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 \$0.75 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

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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.

Sheffield Park Section 2

SUBDIVIDER'S AGREEMENT DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 5th day of July 2005, by and between **CENTEX HOMES INC.**, as evidenced by the **SHEFFIELD PARK SECTION 2** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$230,100**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **78** 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 (**\$199,590**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$16,000**, estimated to be necessary to pay the cost

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of plan review and 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 \$75.00
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 \$0.75 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.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-896

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN T&R PROPERTIES, HOMEWOOD CORPORATION AND THE BOARD OF COUNTY COMMISSIONERS FOR THE CHESHIRE PUMP STATION UPGRADE:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following agreement:

**SANITARY SEWER AGREEMENT
CHESHIRE PUMP STATION UPGRADE**

THIS AGREEMENT, by and between T&R Properties, (hereinafter referred to as "T&R"), Homewood Corporation (hereinafter referred to as "Homewood"), and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio (hereinafter referred to as "County"), by Resolution No. 05-_____, adopted by the County on the 5th day of July, 2005, is hereby made and entered into this 5th day of July, 2005.

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WITNESSETH

WHEREAS, T&R and Homewood own certain real properties tributary to the Cheshire Pump Station; and

WHEREAS, T&R and Homewood desire to construct an upgrade to the Cheshire Pump Station to three (3) 600 gallon per minute pumps with a total head of 203 feet each, provide new wet well, valve pit, electrical controls, etc. as necessary (hereinafter referred to as "Improvements"), to improve the County sanitary sewer system to enable the system to accommodate sanitary sewer services to T&R and Homewood properties and to other property also tributary to the Cheshire Pump Station; and

WHEREAS, all parties desire to set forth the terms for the construction of said Improvements, and the purchase of said services, and the reimbursement to T&R and Homewood for the cost of the portion of the Improvements attributable to properties, tributary to the improvements but not owned by T&R and Homewood.

NOW, THEREFORE, in consideration of mutual promises and covenants each to the Other made, and in consideration of other good and valuable consideration, the parties do hereby promise, covenant and agree that:

Section 1. General Agreement

- 1.01 T&R and Homewood as the Owners of certain real properties tributary to the Cheshire Pump Station, agrees to pay for and construct the Improvements set forth and described on attached hereto and incorporated herein by reference as Exhibit A, as may be necessary to enable the sanitary sewer system to service T&R and Homewood property and other property tributary to the Cheshire Pump Station. Thereupon, T&R and Homewood shall be entitled to and the County agrees to a credit against capacity fees in reimbursement for the provision of excess capacity in said Improvements, all as hereafter set forth.

Section 2. Obligations of Owner

- 2.01 T&R and Homewood shall pay for and construct all Improvements as set forth in Exhibit A. T&R and Homewood shall pay the entire cost and expense of said Improvements, subject to its right to credits and certain reimbursements as set forth below. Credits shall be calculated at the rate of \$5,900.00 per residential equivalent.
- 2.02 COST OF CONSTRUCTION of such Improvements shall include the construction cost, finance and supervision cost equal to 10% of the construction cost, engineering fees, inspection fees, and permit fees directly attributed to the Improvements and will be determined at the end of the project based on paid invoices, will be agreed upon by T&R and Homewood and the Sanitary Engineer and will be set forth Exhibit B incorporate herein.
- 2.03 T&R and Homewood shall indemnify and save harmless the County and all of its officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action or omissions of any contractor or subcontractor, or from any material, method or explosives used in said work or by or on account of any accident caused by negligence or any other act or omission of any person, company, partnership, or party employed by T&R and Homewood to construct the Improvements.
- 2.04 All public improvement construction shall be performed within eighteen (18) months from the date of this Agreement, but extension(s) of time may be granted if approved by the County Commissioners in the exercise of their sole discretion.
- 2.05 T&R and Homewood 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 when, in the opinion of the County, their performance is deemed inadequate.
- 2.06 It is further agreed that upon execution of Exhibit B, T&R and Homewood shall deposit with Delaware County Sanitary Engineer the sum reasonably estimated by the Delaware County Sanitary Engineer to be necessary to pay the cost of inspections of the Improvements by the Delaware County Sanitary Engineer (the "Estimated Inspection Fees"). The rate used for determining the Estimated Inspection Fees and the actual inspection fees will be set forth in Exhibit B. The County Sanitary Engineer shall in his sole discretion inspect, as necessary, the Improvements being installed or constructed and shall keep accurate records of the time spent by his employees and agents in such inspections, for which

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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(s) set forth in Exhibit B, is depleted, the Owner shall make an additional deposit to said fund. On completion of all Improvements provided herein and acceptance of same by the County, any unused portion of the inspection fund shall be repaid to T&R and Homewood.

- 2.07 T&R and Homewood, 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 part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements.
- 2.08 T&R and Homewood shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. T&R and Homewood shall be responsible for all utility charges and installation costs. The utility charges shall be paid by T&R and Homewood and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County. T&R and Homewood shall not be responsible for user charges for such utility services provided after the acceptance by the County.

Section 3. Obligations of the County

- 3.01 The County shall permit T&R and Homewood, pursuant to the terms of this Agreement, to tap into and extend its sanitary sewer services, and to cause the Improvements to be constructed, as set forth on Exhibit A as attached hereto. No additional fees, charges, or surcharges shall be levied upon T&R and Homewood, except as set forth in this Agreement. Reimbursement to T&R and Homewood as provided herein shall relate only to the Improvements.
- 3.02 The improvements consist of upgrades to the Cheshire Pump Station
- 3.03 The County reserves the right, during construction and thereafter, to permit connection of adjoining properties to this sanitary sewer system, but only to extent provided for below.
- 3.04 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 ownership operations and maintenance of the same.

Section 4. Calculation of Capacity and Reimbursement

- 4.01 Prior to the commencement of any construction the T&R and Homewood must submit and receive the County's approval of engineering plans for the Improvements.

The improvements must be completed prior to construction of any structures requiring sewer services.

- 4.02 After completion of construction of the Improvements, the total Construction cost for all Improvements shall therefore be calculated. With respect thereto, T&R and Homewood shall within thirty (30) days following the completion of construction, furnish to the County an itemized statement showing the cost of said Improvements and an Affidavit that all material and labor costs have been paid. T&R and Homewood shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to said 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. T&R and Homewood shall provide a five-(5) year maintenance bond, in an amount equal to ten (10) percent of the cost of construction of the Improvements, to secure its obligation to comply with the County's requirement that Owner be responsible for defective materials and/or workmanship associated with the Improvements for five (5) years after their acceptance by the County.
- 4.03 Based upon the cost of the Improvements, T&R and Homewood shall be reimbursed, initially in tap fee credits the cost of the Improvements. The obligation of the County to reimburse T&R and Homewood shall be contingent upon completion of the improvements and acceptance thereof by the County Sanitary Engineer. The reimbursement to T&R and Homewood shall be in an amount equal to 100% of the Cost of the Improvements, and shall be reimbursed to T&R and Homewood in tap fee credits, at the rate in effect as of the date that the County accepts the improvements. T&R and Homewood shall each be credited one-half of the reimbursement credits. As each project is developed tributary to the Cheshire Pump Station the person or entity that would pay customary tap fees in the ordinary course of business, will pay a surcharge based upon the Cost of the Improvements divided by 1,200 residential units equivalent times the number of residential units in that phase.

Section 5. Breach

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T&R and Homewood further agree 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.

Section 6. Assignment

Each party hereto may assign, sublet, or transfer its interest in this Agreement with the prior written consent of the other which consent shall not be unreasonable withheld.

Section 7. Enforceability

If any portion of this Agreement proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force, or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation on the portion so held invalid or unconstitutional.

Section 8. Binding Effect

Each party to this Agreement, their successors and assigns have bound themselves to this Agreement.

Section 9. Waiver of Breach

The waiver by either of a breach or violation of any provisions of this Agreement shall not operate or be constructed to be a waiver of any subsequent breach thereof.

Section 10. Entire Agreement Modification

This Agreement contains the entire agreement of the parties. It may not be modified orally, but only by agreement in writing by all parties.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-897

IN THE MATTER OF APPROVING A CONTRACT BETWEEN US FILTER DAVIS PROCESS AND THE BOARD OF COUNTY COMMISSIONERS FOR CALCIUM NITRATE FOR DELAWARE COUNTY:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following contract:

Calcium Nitrate Solution

Recommended bid for Calcium Nitrate to US Filter \$0.486 per lb.

TECHNICAL SPECIFICATIONS

Calcium Nitrate Solution: The material shall be free of any objectionable odor-producing compounds

Concentration: Minimum of 3.5 lbs. of nitrate oxygen per gallon - wt/wt)

Appearance: Clear solution free from particulate matter

Stability: Temperature range –4 degrees to 120 degrees F

pH: The material shall not be less than 4.0 S.U. or greater than 10.0 S.U.

Certificate of Analysis : A Certificate of Analysis detailing the composition of the specific nitrate solution shall accompany each delivery

AGREEMENT

THIS AGREEMENT, MADE THIS 5th day of July, 2005, by and between The Delaware County Commissioners, hereinafter called “OWNER” and US Filter Davis Process, doing business as (individual, partnership, or corporation) hereinafter called “CONTRACTOR”. WITNESSETH: That for and in consideration of the payments and agreements hereinafter Mentioned:

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- 1. The CONTRACTOR will furnish and deliver **CALCIUM NITRATE FOR DELAWARE COUNTY, OHIO**
- 2. The CONTRACTOR will furnish all of the services described herein.
- 3. The CONTRACTOR will commence the work required by the CONTRACT.
- 4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the term of the contract.

5. The term “CONTRACT DOCUMENTS” means and includes the following:

- A. Advertisement for BIDS
- B. Information for BIDDERS
- C. BID
- D. Form of Noncollusion Affidavit
- E. Agreement
- F. Legal and Fiscal Officers
- G. NOTICE OF AWARD
- H. NOTICE TO PROCEED
- I. CHANGE ORDER
- J. General Conditions
- K. SPECIFICATIONS

L. ADDENDA:

6. 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.

7. This agreement shall become effective on July 5, 2005 and remain in effect through _____.

(All contract documents are on file with the Water Reclamation Department until no longer of administrative value.)

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-898

IN THE MATTER OF APPROVING A CONTRACT BETWEEN KEMIRON COMPANIES AND THE BOARD OF COUNTY COMMISSIONERS FOR FERRIC CHLORIDE SOLUTION FOR DELAWARE COUNTY:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following contract:

Ferric Chloride Solution

Recommended bid for Ferric Chloride to Kemiron Companies. - \$0.1395/lb

TECHNICAL SPECIFICATIONS

Ferric Chloride Solution
Concentration: 37% by weight minimum, corresponding to 12.7% by weight ferric iron
Free Hydrochloric Acid: 3-5% by weight maximum
Insoluble material: 0.1% by weight maximum

Trace Metals	
<u>Element</u>	<u>Maximum concentration (ppm)</u>
Arsenic	1.0
Beryllium	0.04
Mercury	0.05
Selenium	3.0
Cadmium	0.5
Chromium	100.0
Lead	3.0
Nickel	40.0
Silver	1.0
Copper	60.0
Zinc	20.0

In addition, there shall be no detectable amounts of any insecticide, Pesticide, polychlorinated byphenyl (PCB), hexachlorobenzene or radionuclides in the delivered ferric chloride solution.

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The material shall be free of any foreign element or compounds that may negatively affect the treatment plant operations or contaminate residuals for use in landfills or land application.

AGREEMENT

THIS AGREEMENT, MADE THIS 5th day of July 2005, By and between The Delaware County Commissioners, hereinafter called “OWNER” and Kemiron Companies, 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 **FERRIC CHLORIDE FOR DELAWARE COUNTY, OHIO**
- 2. The CONTRACTOR will furnish all of the services described herein.
- 3. The CONTRACTOR will commence the work required by the CONTRACT.
- 4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the term of the contract.
- 5. The term “CONTRACT DOCUMENTS” means and includes the following:
 - A. Advertisement for BIDS
 - B. Information for BIDDERS
 - C. BID
 - D. Form of Noncollusion Affidavit
 - E. Agreement
 - F. Legal and Fiscal Officers
 - G. NOTICE OF AWARD
 - H. NOTICE TO PROCEED
 - I. CHANGE ORDER
 - J. General Conditions
 - K. SPECIFICATIONS

L. ADDENDA:

- 6. 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.

- 7. This agreement shall become effective on July 5th, 2005 and remain in effect through _____

(All contract documents are on file with the Water Reclamation Department until no longer of administrative value.)

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-899

IN THE MATTER OF APPROVING A CONTRACT BETWEEN POLYDYNE INC. AND THE BOARD OF COUNTY COMMISSIONERS FOR EMULSION POLYMER SOLUTION FOR DELAWARE COUNTY:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following contract:

Emulsion Polymer Solution

Recommended bid for Emulsion Polymer Solution to Polydyne, Inc.- \$0.92/lb

TECHNICAL SPECIFICATIONS

The material shall be free of any foreign element or compounds that may negatively affect the treatment plant operations or contaminate residuals for use in landfills or land application.

AGREEMENT

THIS AGREEMENT, MADE THIS 5th day of July 2005, by and between The Delaware County Commissioners, hereinafter called “OWNER” and POLYDYNE, INC., doing business as (individual, partnership, or corporation) hereinafter called “CONTRACTOR”. WITNESSETH: That for and in consideration of the payments and agreements hereinafter

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Mentioned:

- 1. The CONTRACTOR will furnish and deliver **EMULSION POLYMER FOR DELAWARE COUNTY, OHIO**
- 2. The CONTRACTOR will furnish all of the services described herein.
- 3. The CONTRACTOR will commence the work required by the CONTRACT.
- 4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the term of the contract.

- 5. The term “CONTRACT DOCUMENTS” means and includes the following:
 - A. Advertisement for BIDS
 - B. Information for BIDDERS
 - C. BID
 - D. Form of Noncollusion Affidavit
 - E. Agreement
 - F. Legal and Fiscal Officers
 - G. NOTICE OF AWARD
 - H. NOTICE TO PROCEED
 - I. CHANGE ORDER
 - J. General Conditions
 - K. SPECIFICATIONS

L. ADDENDA:

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.

This agreement shall become effective on July 5, 2005 and remain in effect through_____

(All contract documents are on file with the Water Reclamation Department until no longer of administrative value.)

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-900

IN THE MATTER OF APPROVING SCOPE CHANGE REQUEST (BULLETIN 7) WITH KENNY HUSTON FOR BID PACKAGE 5 (MASONRY); VALLEY SECURITY COMPANY FOR BID PACKAGE 7 (DETENTION EQUIPMENT); HENRY PAINTING CO., INC. FOR BID PACKAGE 10 (PAINTING); AND JESS HOWARD ELECTRIC FOR BID PACKAGE 15 (ELECTRICAL) FOR THE NEW DORMITORY AND JAIL RENOVATIONS TO THE DELAWARE COUNTY JAIL:

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

Kenny Huston		
Scope Change (Bulletin 7)		\$ 1,498.00
Valley Security Company		
Scope Change (Bulletin 7)		\$ 5,364.00
Henry Painting Company		
Scope Change (Bulletin 7)		\$ 199.00
Jess Howard Electric		
Scope Change (Bulletin 7)		\$74,199.00

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

Ohio Revised Code 6131.60 Commissioner personally interested shall not act.

If one or more members of a board of county Commissioners are petitioners for an improvement or own land that will be taken, benefited, or damaged by the improvement petitioned for, the clerk of the board of county Commissioners shall notify the Judge Of The Court Of Common Pleas of the county who shall within 10 days appoint as may disinterested freeholder of the county as are necessary to take the place of the interested members. The appointees shall not be related by blood or affinity to the interested members. They shall before acting be sworn to perform faithfully and impartially the duties of the members in the matter of the improvement, which oath shall be signed by them and by the officer before whom the same is taken and filed

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with the clerk. Upon appointment and qualification the appointee shall, in the proceedings upon the improvement, perform all the duties of the disqualified members and shall receive from the general drainage improvement fund the same per diem rate as the disqualified members receives, as shown by the record for such services, and the amount so paid shall be costs taxed in the proceedings.

Mr. Merlin Sheets will be filling in for Commissioners Glenn Evans for the Chadwick Ditch Project

RESOLUTION NO. 05-901

7:30 PM FINAL HEARING FOR THE CHADWICK DITCH NO. 135 DITCH PROJECT:

It was moved by Mr. Ward, seconded by Mr. Sheets to open the Hearing at 7:35PM.

Vote on Motion	Mr. Sheets	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-902

IN THE MATTER OF CONTINUING THE PUBLIC HEARING TO ADDRESS THE CHADWICK DITCH NO. 135 DITCH PROJECT:

It was moved by Mr. Ward, seconded by Mr. Sheets to continue the public hearing to address the Chadwick ditch no. 135 ditch project to Tuesday September 6, 2005 at 7:30PM.

Vote on Motion	Mr. Jordan	Aye	Mr. Sheets	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-903

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

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

Supplemental Appropriation		Amount
20110105-5450	REA/Machinery & Equipment	4,368.00
20110105-5215	REA/Program Supplies	9,090.00
20110105-5331	REA/Postage & Freight Charges	14,910.00
Vote on Motion	Mr. Evans	Aye
	Mr. Jordan	Aye
	Mr. Ward	Aye

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward