

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 1, 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
Absent: James D. Ward

- 1:00 PM Prosecutor Session
- 7:30 PM Public Hearing For Consideration Of The Nuckles #20 Watershed Ditch Petition Filed By Ken Walton, Charles Sheets And Others
- 8:00 PM Public Hearing For The Sawmill Parkway Assessment Project

RESOLUTION NO. 05-1009

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

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into executive Session at 1:10PM.

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

RESOLUTION NO. 05-1010

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn out of Executive Session at 2:00PM.

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

PUBLIC COMMENT

RESOLUTION NO. 05-1011

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 28, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held July 28, 2005 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 05-1012

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0729 AND 081:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR0729 and 081, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Downes Hurst & Fishel	Professional Services	65211919-5301	\$ 8,000.00
Increases			
Mark and Sarah Stuntz	Board & Care	22511607-5350	\$ 8,316.00
James & Rachel Church	Board & Care	22511607-5350	\$ 7,802.00
Tony & Tammy McWherter	Board & Care	22511607-5350	\$ 8,384.00
Boys Village Inc.	Residential Treatment	22511607-5342	\$ 28,554.55
Vouchers			
Todays Learning Child	Day Care	22411610-5348	\$ 7,374.00
Turning Point	Domestic Violence Payment	24911311-5301	\$ 12,039.30
Synagro Tech	Biosolids Land Application	65211919-5301	\$ 27,114.12

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

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RESOLUTION NO. 05 -1013

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Jackie Culbertson, Pam Pruett, Larry Hager, Chad Richardson, Rhonda Leasure, Shelly Douce, Lee Hayes, Jennifer Palla-Hamilton and Angela Thomas participate in an Audio Conference on Managing Difficult Employees August 3, 2005 in Delaware County at the cost of \$179.00.

The Administrative Services Department is request that Kevin Williams attend a CORSA Annual Membership Meeting in Columbus, Ohio August 19, 2005, at the cost of \$21.00.

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

RESOLUTION NO. 05-1014

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the Tuition Assistance requests as follows:

Vic Whitney is requesting \$2,000.00 in tuition assistance to apply towards credits for the fall 2005 Semester.

Delaware County will reimburse an employee up to 90% for actual course tuition and required lab fee costs and 50% of the required book costs, not to exceed \$2,500 in total reimbursable expenses annually (review Section 4.0 of policy for specific items). The employee shall provide proof of full payment before reimbursement is processed.

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

RESOLUTION NO. 05-1015

ADOPTING RESOLUTION OF CONGRATULATIONS TO JOSHUA MICHAEL RIPLEY UPON EARNING HIS EAGLE SCOUT AWARD:

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

Whereas, Joshua Michael Ripley has been a member of Boy Scout Troop # 843, and

Whereas, Joshua Michael Ripley has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and

Whereas, The Board of Commissioners of Delaware County wishes to express congratulations to, Joshua Michael Ripley on earning the Eagle Scout Award.

Now Be It Resolved, That the Board of County Commissioners of Delaware County hereby officially congratulates, Joshua Michael Ripley on attaining Scouting’s highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents.

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

RESOLUTION NO. 05-1016

IN THE MATTER OF CONTRACTING WITH THE CITY OF COLUMBUS TO PARTICIPATE IN A REGIONAL HOMELAND SECURITY EXERCISE:

It was moved by Mr. Evans, seconded by Mr. Jordan to adopt the following Resolution:

WHEREAS, the City of Columbus, acting through its Board of Health, has requested that Delaware County participate in a Regional Homeland Security Exercise on 11 August, 2005; and,

WHEREAS, the City of Columbus is offering the Delaware County Office of Homeland Security and Emergency Management grant funds totaling \$8,750.00 to fund participation in this exercise;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a contract with the City of Columbus and accept funds totaling \$8,750.00 for participation in the Regional Exercise.

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BE IT FURTHER RESOLVED: That the Board of County Commissioners approve the appropriation of these funds as follows:

Account 21511307	-	5260	-	\$8,450.00
		5301	-	\$ 300.00

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Absent
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RESOLUTION NO. 05-1017

IN THE MATTER OF ADOPTING A RESOLUTION APPROVING THE PURCHASE OF MEALS AND REFRESHMENTS FOR REGIONAL EXERCISE TRAINING:

It was moved by Mr. Evans, seconded by Mr. Jordan to adopt the following Resolution:

WHEREAS, training our responders is an important step toward ensuring that local government has the capability to cope with major disasters; and,

WHEREAS, the Delaware County Board of Commissioners and the Office of Homeland Security and Emergency Management is participating in a Regional Exercise with the City of Columbus Department of Health Services on 11 August 2005; and,

WHEREAS, to facilitate participation by various volunteers in this exercise;

NOW THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby resolve to approve the purchase of a meal and refreshments for the volunteers in the Emergency Operations Center involved in this training through All Occasions Catering at a not to exceed cost of \$300.00.

Vote on Motion	Mr. Ward	Absent	Mr. Jordan	Aye	Mr. Evans	Aye
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RESOLUTION NO. 05-1018

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN GLEN OAK SECTION 3 PHASE B:

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

Glen Oak Section 3 Phase B	1,416 feet of 8 inch sewer	8 manholes
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Vote on Motion	Mr. Ward	Absent	Mr. Jordan	Aye	Mr. Evans	Aye
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RESOLUTION NO. 05-1019

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR SUMMERWOOD LAKES SECTION 1:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve sanitary sewer plan for Summerwood Lakes Section 1 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Absent
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RESOLUTION NO. 05-1020

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR GOLF VILLAGE SECTION 6 PHASE B PART 3A; GOLF VILLAGE SECTION 6 PHASE B PART 3B; CHESHIRE WOODS SECTION 1; CHESHIRE WOODS OFFSITE; MANORS AT WILLOW BEND; WEDGEWOOD PARK SECTION 2 PHASE D; GOLF VILLAGE SECTION 5, PHASE B AND OLENTANGY FALLS SECTION 1:

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

Golf Village Section 6 Phase B Part 3a

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

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THIS AGREEMENT executed on this 1st day of August 2005, by and between **Rockford Homes, Inc.**, as evidenced by the **Golf Village Section 6 Phase B Part 3a** 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 **\$44,250.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **15** 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 (**\$36,817.95**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$4,400.00**, 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

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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.

Golf Village Section 6 Phase B Part 3b

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

THIS AGREEMENT executed on this 1st day of August 2005, by and between **Rockford Homes, Inc.**, as evidenced by the **Golf Village Section 6 Phase B Part 3b** 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 **\$97,350.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **33** 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 (**\$101,018.70**) 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

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DELAWARE COUNTY SANITARY ENGINEER the sum of **\$12,000.00**, 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 and as shown on the approved plans.

Cheshire Woods Section 1

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

THIS AGREEMENT executed on this 1st day of August 2005, by and between **M/I HOMES OF CENTRAL OHIO, LLC SUBDIVIDER**, as evidenced by the **CHESHIRE WOODS SECTION 1** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$293,250.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of **\$500.00** for each single family residential connection (Surcharge to be adjusted at completion of Cheshire Pump Station Upgrade Construction), for each single family residential

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connection, for **85** 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 (**\$383,400.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$46,000.00**, 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 of Cheshire Woods Section 1 and Cheshire Pump Station Upgrade 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

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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.

Cheshire Woods Offsite

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

THIS AGREEMENT executed on this 1st day of August 2005, by and between **M/I HOMES OF CENTRAL OHIO, LLC SUBDIVIDER**, as evidenced by the **CHESHIRE WOODS OFFSITE** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$182,900.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$21,000.00**, estimated to be necessary to pay the cost of 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:

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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.

Manors At Willow Bend

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

THIS AGREEMENT executed on this 1st day of August 2005, by and between **EDWARDS LAND DEVELOPMENT COMPANY**, as evidenced by the **MANORS AT WILLOW BEND** 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 **\$47,200**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **16** 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 (**\$65,689**) 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.

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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 **\$7440**, 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

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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.

Wedgewood Park Section 2 Phase D

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

THIS AGREEMENT executed on this 1st day of August 2005, by and between VIRGINIA HOMES, INC. SUBDIVIDER, as evidenced by the WEDGEWOOD PARK SECTION 2 PHASE D 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 \$239,556.44, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of \$2621.08 for each single family residential connection, for 43 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 (\$367,765.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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

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

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

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

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$44,100.00, estimated to be necessary to pay the cost of 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, the SUBDIVIDER shall make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and

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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.

Golf Village Section 5, Phase B

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

THIS AGREEMENT executed on this 1st day of August 2005, by and between **VIRGINIA HOMES, LTD.**, as evidenced by the **GOLF VILLAGE SECTION 5, PHASE 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 **\$123,900**, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **42** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$85,500**) 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

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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 **\$6850**, 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 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.

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Olentangy Falls Section 1

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

THIS AGREEMENT executed on this 1st day of August 2005, by and between PLANNED COMMUNITIES SUBDIVIDER, as evidenced by the **OLENTANGY FALLS SECTION 1** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$319,700**, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of **\$4,000.00** for each single family residential connection (Surcharge to be adjusted at completion of Perry Taggart Sewer Construction), for **46** 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 (**\$394,747**) 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 **\$47,370**, 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, 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

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complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

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

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

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

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

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

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

RESOLUTION NO. 05-1021

IN THE MATTER OF APPROVING AN ADDENDUM TO THE CONTRACT WITH BBC&M FOR THE CONSTRUCTION OBSERVATION AND ENGINEERING SERVICES FOR THE CONSTRUCTION OF THE PERRY-TAGGART SANITARY SEWER:

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

**Addendum
Engineering Services – Construction Phase
Perry Taggart Sanitary Sewer Improvements
Delaware County, Ohio
Unit Rate – Not to Exceed \$30,000**

BBC&M has been providing Construction Observation and Engineering Services for the construction of the Perry-Taggart Sanitary Sewer in accordance with proposal dated January 18, 2005. Based on problems with subcontractor progress with the tunnels on the project, the County has requested additional services be performed for the tunnel portion of the project. As a result of these ongoing services, the budget amount of \$15,000 will be exceeded.

Additional services have included coring of rock, drilling and field observation. The total for services requested and completed to date as a part of the construction phase services is approximately \$15,800. The Delaware County Sanitary Engineer has requested that the budget amount be increased to a gross not to exceed value of \$45,000. Work will continue to be billed in accordance with the unit rates provided with the January 18, 2005 proposal. If the new estimated total of \$45,000 may be exceeded, BBC&M will contact the Delaware County Regional Sewer District and discuss modification of the Scope of Services or increasing the contract amount.

All work performed is subject to the BBC&M Engineering, Inc., Terms and Conditions, Rev. 8/03, which was previously provided.

Further Be it Resolved, that the Commissioners approve the following Purchase Order Increase:

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BBC&M Engineering	Geo-Tech Perry Taggart	65511918-5301	\$	10,000.00		
Vote on Motion	Mr. Ward	Absent	Mr. Jordan	Aye	Mr. Evans	Aye

RESOLUTION NO. 05-1022

IN THE MATTER OF APPROVING AN ADDENDUM TO THE CONTRACT WITH URS CORPORATION (URS) FOR THE CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE CONSTRUCTION OF THE PERRY-TAGGART SANITARY SEWER:

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

RE: Amendment No. 1 to Professional Engineering Services Agreement

URS Corporation (URS) is pleased to submit this Amendment to the Professional Engineering Services Agreement dated December 10, 2004. Unless otherwise provided herein, the terms of such Services Agreement will remain in full force and effect.

PROJECT DESCRIPTION

URS is currently providing construction administration and inspection services of the tunnel work on the Perry-Taggart Sanitary Interceptor Project. The County has requested additional services of URS to assist with construction administration and inspection services on the project, Ohio EPA and U.S. Army Corps of Engineers (USCoE) 401/404 permitting, and other general engineering services when requested.

SCOPE OF WORK

URS proposes to perform the following services as part of this Amendment.

Task 1 – Hydraulic Analysis & Letter Report

A hydraulic analysis of Tunnel A will be performed to determine the hydraulic capacity of the pipe as installed. A letter report will be furnished that summarizes the current installed condition of the pipe, the capacity of the pipe as designed, the capacity of the pipe as installed, and recommendations for acceptance and/or corrective action. This work does not include field surveying or closed circuit televising of the sewer. Such services can be performed as an additional service if desired or determined necessary. The total estimated cost for Task 1 is \$7,500 based on a time and materials basis.

Task 2 – OEPA/USCoE 401/404 Permitting

URS will assist Delaware County with the preparation and submittal of 401 and 404 permit applications for crossings of the Olentangy River when requested. URS will retrieve records and complete permit applications (401/404) with all necessary reports and backup documentation. URS will revise Construction Drawings (3 sheets) if requested by the County to provide details of the sanitary sewer crossing and all associated mitigation details. URS shall meet (6 meetings/hearings total) with and respond to Ohio EPA and/or USCoE comments, phone calls, letters, etc. URS shall be available to address the needs and request for services of the Delaware County Sanitary Engineers Office with respect to the 401/404 permitting process. The total estimated cost of Task 2 is \$25,000 to be billed on a time and material basis.

Task 3 – Construction Management and General Engineering Services

URS will continue to provide construction management services including full time monitoring during active tunneling and periodic technical support when requested by the County. Following URS’s provision of construction management services, the County or its designee will provide construction support during any remaining portion of construction (during non-active tunneling). A URS principal tunnel engineer (Bob Goodfellow and/or Paul Headland) will be available to visit the site when requested and to review submittals and inspection records, evaluate progress, identify potential problems, discuss project issues, and meet with the County. At the direction of the County Sanitary Engineers Office, URS will provide any necessary general engineering services when requested. The total estimated cost for Task 3 is \$87,500 to be billed on a time and materials basis. URS will track the budget closely and notify the County if it appears this budget will not be sufficient and that additional funds may be necessary.

ADDITIONAL SERVICES

URS shall provide Additional Services for the Project, if authorized in writing by Delaware County, and shall be paid for by Delaware County as provided in the Agreement. Additional Services shall consist of providing any services not otherwise included in this Proposal.

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TIME SCHEDULE

URS’s services shall be performed periodically as required during the construction period of the project. URS shall be available for the entire 600 day construction period, as requested by the County and as fee is available.

TERMS

Compensation for this Amendment No. 1 shall not exceed One Hundred Twenty Thousand Dollars (\$120,000). Compensation shall be computed at a multiple of 2.0 times the Direct Personnel Expense of personnel working on the project plus reimbursable expenses.

Direct personnel expense is defined as direct hourly rates of all the personnel engaged on the project and the portion of the cost of their mandatory customary contribution and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits. Reimbursable Expenses, such as printing, travel, special consultants, computer media, progress plots, final plots, etc., shall be billed at actual costs.

Payment shall be made monthly within thirty (30) days of the dated invoice in proportion to the services performed and as expenses are incurred for Reimbursable Expenses. Late payments shall bear interest at two percent (2%) per month.

Further Be it Resolved, that the Commissioners approve the following Purchase Order Increase:

URS	Tunneling Consulting		65511918-5415		\$ 50,000.00	
Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Absent

RESOLUTION NO. 05-1023

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITION FOR SUMMIT HOMES SALES SITE:

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

Ditch Maintenance Petition- Summit Homes Sales Site

The undersigned, owners of 1.865 acres in Berlin Township, Delaware County, Ohio proposes to create a homes sales site known as **Summit Homes Sales Site** as evidenced by the attached plot plan (Exhibit “A” which is available at the County Engineer’s Office). This plot plan has been approved by Berlin Township Zoning and signed by The Delaware County Engineer. The Pond related to this home sales site is existing. In accordance with Section 6137 of the Ohio Revised Code, The undersigned hereby request that the portion of the pond and tributary drainage swales in the easement area delineated on the attached 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 the subject site to cover the cost of current and future maintenance of the portion of said pond and said swales in the easement area.

The Undersigned represent 100% of the property owners (is the only property owner) to be assessed for maintenance related to the portion of said pond and said swales in the easement area. The Undersigned hereby waives its rights to a public viewing and hearing and ask that your board approve this action.

An amount of \$10,000.00 is “estimated” to provide a basis for a maintenance assessment (available at the County Engineer’s office in Exhibit “D”). The existing pond and swales benefit the subject site by providing a stormwater runoff drainage outlet for the subject site. An annual maintenance fee equal to 2% of this basis \$200.00 will be collected for the subject site (\$107.24 per acre). The Undersigned understands that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for the subject site in the amount of \$200.00 has been paid to Delaware County.

Easements to provide for the maintenance of portion of the pond and tributary drainage swales has been provided.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Absent
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RESOLUTION NO. 05-1024

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR ABBEY KNOLL SECTION 5, PHASE A; ABBEY KNOLL SECTION 5, PHASE B AND “EAST POWELL ROAD TURN LANE AT WOODS AT POLARIS”:

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

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Abbey Knoll Section 5, Phase A

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 1st day of August 2005, between **ROCKFORD HOMES** as evidenced by the **ABBEY KNOLL SECTION 5, PHASE A** 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 7/222/05, 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 **TWENTY-TWO THOUSAND FOUR HUNDRED EIGHTY DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

CONSTRUCTION

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

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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.

Abbey Knoll Section 5, Phase B

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 1st day of August 2005, between **ROCKFORD HOMES** as evidenced by the **ABBEY KNOLL SECTION 5, PHASE B** 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 7/222/05, 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 **TWENTY-ONE THOUSAND SEVEN HUNDRED THIRTY 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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

"East Powell Road Turn Lane At Woods At Polaris"

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made and entered into this 1st day of August 2005, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **THE WOODS AT POLARIS, LLC**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled **"EAST POWELL ROAD TURN LANE AT WOODS AT POLARIS"** which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of their portion of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **ONE HUNDRED FOUR THOUSAND DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current **"Delaware County Engineering and Surveying Standards for Subdivision Development"** and the current **"Subdivision Regulations of Delaware County, Ohio"**.
4. The **SUBDIVIDER** shall deposit **EIGHT THOUSAND THREE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2005**.
8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades

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and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and **“Traffic Control for Construction and Maintenance”**.

9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.

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

11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.

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

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

RESOLUTION NO. 05-1025

IN THE MATTER OF APPROVING A CORRECTION TO THE MILEAGE FOR ROADS IN NORTH ORANGE SECTION 2, PHASE 3, PARTS A&B:

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

North Orange Section 2, Phase 3, Parts A&B

In May, 2005, your Board accepted the roads for the above referenced project into the public system. Since that time The Engineer has found that the wrong additional mileage for two of the roads was accepted. The original request was as follows:

- An addition of 0.03 mile to **Township Road Number 1382, Wayside Avenue**
- An addition of 0.03 mile to **Township Road Number 1383, Coachman Drive**

The actual road mileage should be as follows:

- An addition of 0.20 mile to **Township Road Number 1382, Wayside Avenue**
- An addition of 0.11 mile to **Township Road Number 1383, Coachman Drive**

The Engineer asks that you change your journals accordingly and advise the Orange Township Trustees of this change.

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

RESOLUTION NO. 05 -1026

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

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

Permit #	Applicant	Location	Type of Work
U05130	Sprint	Dent Road	Relocate facilities
U05141	Consolidated Electric	Murphy Road	Set poles & anchors
U05142	Consolidated Electric	Porter Central Road	Set new pole
U05143	Consolidated Electric	Burnt Pond Road	Set new pole

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

RESOLUTION NO. 05-1027

A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$75,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS, PURPOSE OF PAYING THE PROPERTY OWNERS’ PORTION, IN ANTICIPATION OF THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS, OF THE COST OF IMPROVING THE PRIMMER DITCH (BIG RUN) BETWEEN CERTAIN TERMINI BY CLEARING OBSTRUCTIONS, DEEPENING, WIDENING, RESHAPING, STRAIGHTENING, TILING, SEEDING AND CONTROLLING EROSION, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES :

It was moved by Mr. Evans, seconded by Mr. Jordan to adopt the following:

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WHEREAS, this Board has previously by its Resolution No. 01-294 adopted on March 19, 2001 (the "*Resolution of Necessity*") declared the necessity of the improvements described therein and by Resolutions No. 05-796, No. 05-797 and No. 05-798, each adopted on June 6, 2005, determined to proceed with the Improvement defined in Section 1; and

WHEREAS, the County Auditor as fiscal officer of this County has certified to this Board that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 8 years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is December 31, 2010;

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

Section 1. It is necessary to issue bonds of this County in the maximum principal amount of \$75,000 (the "*Bonds*") for the purpose of paying the property owners' portion, in anticipation of the levy and collection of special assessments, of the cost of improving the Primmer Ditch (Big Run) between certain termini by clearing obstructions, deepening, widening, reshaping, straightening, tiling, seeding and controlling erosion, together with all necessary and related appurtenances (the "*Improvement*"), all as provided for in the Resolution of Necessity.

Section 2. The Bonds shall be dated approximately July 1, 2006, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in eight (8) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2007.

Section 3. It is necessary to issue and this Board determines that notes in the maximum principal amount of \$75,000 (the "*Notes*") shall be issued in anticipation of the issuance of the Bonds to pay the costs of the Improvement and any financing costs. The principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be determined by the County Administrator in the certificate awarding the Notes in accordance with Section 6 of this Resolution (the "*Certificate of Award*") as the amount necessary to pay the costs of the Improvement and any financing costs. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance, provided that the County Administrator may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is up to fifteen days less than one year from the date of issuance by setting forth that maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the County Administrator in the Certificate of Award in accordance with Section 6 of this Resolution.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the County Administrator in the Certificate of Award, and shall be payable, without deduction for services of the County's paying agent, at the office of a bank or trust company designated by the County Administrator in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the County and that proper procedures and safeguards are available for that purpose (the "*Paying Agent*").

Section 5. The Notes shall be signed by at least two members of the Board of County Commissioners and by the County Auditor, in the name of the County and in their official capacities, provided that all but one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the County Auditor, provided the entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the County Auditor will serve as note registrar) in accordance with Section 133.40 of the Revised Code and in book-entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the County Administrator that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the County Administrator and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Resolution. As used in this section and this Resolution:

"*Book entry form*" or "*book entry system*" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the County and payable only to a Depository or its nominee, with such Notes "*immobilized*" in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the County is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

"*Depository*" means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New

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York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the County.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the County Auditor may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the County Auditor does not or is unable to do so, the County Auditor, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of County action or inaction, of those persons requesting such issuance.

The County Auditor is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the County.

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the County Administrator in accordance with law and the provisions of this Resolution. The County Administrator shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. Any member of this Board, the County Auditor, the County Prosecuting Attorney, the County Administrator, the Clerk of this Board, and other County officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution. The County Administrator is authorized, if it is determined to be in the best interest of the County, to combine the issue of Notes with one or more other note issues of the County into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the County, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

All special assessments collected for the Improvement and any unexpended balance remaining in the improvement fund after the cost and expenses of the Improvement have been paid shall be used for the payment of the debt charges on the Notes and Bonds until paid in full. In each year to the extent the income from the levy of the special assessments for the Improvement is available for the payment of the debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the income so available and appropriated. Nothing in this paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the County to the prompt payment of the debt charges on the Notes and Bonds.

Section 10. The County covenants that it will use, and will restrict the use and investment of, the

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proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the “Code”) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be treated as an item of tax preference under Section 57 of the Code.

The County further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The County Auditor, as the fiscal officer, or any other officer of the County having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the County with respect to the Notes as the County is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Section 11. The Clerk of this Board is directed to promptly deliver a certified copy of this Resolution to the County Auditor of Delaware County, Ohio.

Section 12. This Board determines that all acts and conditions necessary to be done or performed by the County or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the County have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the County are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 14. This Resolution shall be in full force and effect immediately upon its adoption.

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

RESOLUTION NO. 05-1028

**IN THE MATTER OF APPROVING THE AGREEMENT AND THE TRANSFER OF PROPERTY BETWEEN
THE CITY OF DELAWARE AND THE COUNTY OF DELAWARE:**

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

AGREEMENT

For the mutual promises made in this agreement and for other good and valuable considerations, receipt of which is acknowledged by the parties, the City of Delaware, Ohio, an Ohio Municipal Corporation (“City”) and the County of Delaware, Ohio, (“County”) agree as follows;

1. The County shall transfer the real property, set forth and identified by County Parcel Number in Exhibit A attached, to the City by Limited Warranty Deeds prepared by the County and delivered to the City within 30 days of this agreement.

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2. The County shall execute and deliver to the City fully executed easements, copies of the descriptions of which are attached hereto following page designated Exhibit B, not later than August 2, 2005.
3. The City has waived or shall waive the following fees for the construction of the Delaware County Jail Expansion Project currently under construction on State Route 42 North:
- a. Plan Review Fees
 - b. Inspection Fees
 - c. Sewer Connection Fees
 - d. Water Connection Fees
 - e. Building Permit Fees
 - f. Police Impact Fees
 - g. Recreation Impact Fees
 - h. The City will reimburse the prepaid sprinkler system fee previously paid by the County upon transfer of the properties and delivery of the executed easements set forth in this agreement.
4. The County has previously paid the City’s Fire Impact Fee for the Delaware County Jail Expansion Project which shall not be waived.

Exhibit A
Properties to be transferred to City by County

Central Ave.	51943123005000	.170 Acre
Winter St.	51943123010000	.379 Acre
Sandusky St.	51942002002000	.000 Acre
Sandusky St.	51942002002000	.000 Acre
Fountain Ave.	51942002039000	.000 Acre
Fountain Ave.	51943101004000	1.216 Acre
Blymer St. N.	51942004003000	.553 Acre
Blymer St.	51942004004000	.952 Acre
Cherry St.	51943406003000	3.00 Acre
Cherry St.	51943406004000	10.660 Acre

EASEMENT

KNOW ALL MEN BY THESE PRESENTS That THE COUNTY OF DELAWARE, OHIO, of Delaware County, Ohio, the Grantor, for One Dollar (\$1.00) and other valuable consideration received from the CITY OF DELAWARE, OHIO, an Ohio municipal corporation, the Grantee, does hereby grant unto the Grantee, its successors, assigns, employees, agents, consulting engineers, contractors and subcontractors, the right to enter upon and have exclusive possession of the following described real property for the purpose construction, operation, maintenance, repair, removal, replacement or reconstruction of sanitary sewer lines (“the Improvements”) said real property being fully described as follows:

See Description of Real Estate attached hereto as Exhibit “A”, which describes the area of the easement and is incorporated herein by reference.

The rights granted herein are exclusive as to all except the Grantor and any previously granted rights of record; however, the Grantor shall not cause or allow to be constructed upon the real estate hereunder any permanent building, structure, facility or improvements, excepting utility service lines, which in any way impair the use of or interfere with the construction, operation, maintenance, repair, removal, replacement or reconstruction of the Improvement or access thereto.

Exhibit A

SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF DELAWARE, AND BEING PART OF UNITED STATES MILITARY LANDS, RANGE 19, TOWNSHIP 5, SECTION 4, FARM LOT 4, AND BEING A PART OF A 0.33 ACRE TRACT OF LAND AS CONVEYED TO THE DELAWARE COUNTY COMMISSIONERS BY DEED VOLUME 622, PAGE 723 OF THE DELAWARE COUNTY RECORDER’S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING, FOR REFERENCE, AT THE NORTHWESTERLY CORNER OF THE SAID TRACT; THENCE N 89° 17' 19" E, ALONG THE NORTHERLY LINE OF THE SAID TRACT, 82.10 FEET TO THE TRUE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN;

THENCE N 89°17'19"E, ALONG THE SAID NORTHERLY LINE, 20.67 FEET TO THE WESTERLY ROADWAY EASEMENT LINE OF US 23 AS PER THE 1955 RIGHT-OF-WAY PLANS WITH NO EVIDENCE OF RECORD FOUND;

THENCE ALONG THE SAID WESTERLY ROADWAY EASEMENT LINE, FOLLOWING A CURVE TO THE LEFT HAVING A DELTA OF 2°46'37", A RADIUS OF 1909.86 FEET, A CHORD BEARING S16°45'18", 92.55 FEET TO THE SOUTHERLY LINE OF THE SAID TRACT;

THENCE N86°25'02"W, ALONG THE SAID SOUTHERLY LINE, 21.51 FEET;

THENCE FOLLOWING A CONCENTRIC CURVE TO THE RIGHT 20 FEET WESTERLY OF THE SAID WESTERLY ROADWAY EASEMENT LINE HAVING A DELTA OF 2°41'45", A RADIUS OF 1929.86 FEET, A CHORD BEARING N16°33'33"W, 90.79 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0420 ACRE, MORE OR LESS, AND IS MORE PARTICULARLY DELINEATED ON THE ATTACHED EXHIBIT B.

THIS DESCRIPTION WAS PREPARED BY BURGESS & NIPPLE, LIMITED BY S. PATRICK MILLS, PROFESSIONAL SURVEYOR 7158 FROM AN ACTUAL SURVEY AND AVAILABLE RECORDS IN SEPTEMBER 2002. THE BEARINGS USED HEREIN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM WITH THE CENTERLINE OF NORTH SANDUSKY STREET JUST NORTH OF PENNSYLVANIA AVENUE BEING S06°30'06"E.

EASEMENT

KNOW ALL MEN BY THESE PRESENTS That **THE COUNTY OF DELAWARE, OHIO**, of Delaware County, Ohio, the Grantor, for One Dollar (\$1.00) and other valuable consideration received from the **CITY OF DELAWARE, OHIO**, an Ohio municipal corporation, the Grantee, does hereby grant unto the Grantee, its successors, assigns, employees, agents, consulting engineers, contractors and subcontractors, the right to enter upon and have exclusive possession of the following described real property for the purpose construction, operation, maintenance, repair, removal, replacement or reconstruction of sanitary sewer lines ("the Improvements") said real property being fully described as follows:

See Description of Real Estate attached hereto as Exhibit "A", which describes the area of the easement and is incorporated herein by reference.

The rights granted herein are exclusive as to all except the Grantor and any previously granted rights of record; however, the Grantor shall not cause or allow to be constructed upon the real estate hereunder any permanent building, structure, facility or improvements, excepting utility service lines, which in any way impair the use of or interfere with the construction, operation, maintenance, repair, removal, replacement or reconstruction of the Improvement or access thereto.

Exhibit A

SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF DELAWARE, AND BEING PART OF UNITED STATES MILITARY LANDS, RANGE 19, TOWNSHIP 5, SECTION 4, FARM LOT 4, AND BEING A PART OF A 0.946 ACRE TRACT OF LAND AS CONVEYED TO THE DELAWARE COUNTY COMMISSIONERS BY DEED VOLUME 419, PAGE 454 OF THE DELAWARE COUNTY RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, FOR REFERENCE, AT THE NORTHWESTERLY CORNER OF THE SAID TRACT; THENCE N 86°25'02" E, ALONG THE NORTHERLY LINE OF THE SAID TRACT, 163.49 FEET TO THE TRUE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN;

THENCE N 86°25'02"E, ALONG THE SAID NORTHERLY LINE OF THE SAID TRACT, 21.72 FEET TO A POINT ON THE WESTERLY ROADWAY EASEMENT LINE AS DESCRIBED IN THE EASEMENT FOR HIGHWAY PURPOSED RECORDED IN DEED VOLUME 263, PAGE 295

THENCE S19°21'28E, ALONG THE SAID WESTERLY ROADWAY EASEMENT LINE 166.82 FEET;

THENCE S14°19'52"E, ALONG THE SAID WESTERLY ROADWAY EASEMENT LINE 0.57 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SAID TRACT:

THENCE N85°24'19W, ALONG THE SAID SOUTHERLY LINE, 21.83 FEET;

THENCE N19°21'28"W 20 FEET WESTERLY OF AND PARALLEL TO THE SAID WESTERLY ROADWAY

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EASEMENT LINE, 166.99 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0787 ACRES, MORE OR LESS, AND IS MORE PARTICULARLY DELINEATED ON THE ATTACHED EXHIBIT B.

THIS DESCRIPTION WAS PREPARED BY BURGESS & NIPPLE, LIMITED BY S. PATRICK MILLS, PROFESSIONAL SURVEYOR 7158 FROM AN ACTUAL SURVEY AND AVAILABLE RECORDS IN SEPTEMBER 2002. THE BEARINGS USED HEREIN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM WITH THE CENTERLINE OF NORTH SANDUSKY STREET JUST NORTH OF PENNSYLVANIA AVENUE BEING S06°30'06"E.

EASEMENT

KNOW ALL MEN BY THESE PRESENTS That **THE COUNTY OF DELAWARE, OHIO**, of Delaware County, Ohio, the Grantor, for One Dollar (\$1.00) and other valuable consideration received from the **CITY OF DELAWARE, OHIO**, an Ohio municipal corporation, the Grantee, does hereby grant unto the Grantee, its successors, assigns, employees, agents, consulting engineers, contractors and subcontractors, the right to enter upon and have exclusive possession of the following described real property for the purpose construction, operation, maintenance, repair, removal, replacement or reconstruction of sanitary sewer lines ("the Improvements") said real property being fully described as follows:

See Description of Real Estate attached hereto as Exhibit "A", which describes the area of the easement and is incorporated herein by reference.

The rights granted herein are exclusive as to all except the Grantor and any previously granted rights of record; however, the Grantor shall not cause or allow to be constructed upon the real estate hereunder any permanent building, structure, facility or improvements, excepting utility service lines, which in any way impair the use of or interfere with the construction, operation, maintenance, repair, removal, replacement or reconstruction of the Improvement or access thereto.

Exhibit A

SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF DELAWARE, AND BEING PART OF UNITED STATES MILITARY LANDS, RANGE 19, TOWNSHIP 5, SECTION 4, FARM LOT 4, AND BEING A PART OF A 6.65 ACRE TRACT OF LAND AS CONVEYED TO THE DELAWARE COUNTY COMMISSIONERS BY DEED VOLUME 612, PAGE 328 OF THE DELAWARE COUNTY RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, FOR REFERENCE, AT THE SOUTHWESTERLY CORNER OF THE SAID TRACT; THENCE S84°55'19" E, ALONG THE SOUTHERLY LINE OF THE SAID TRACT, 955.73 FEET TO THE TRUE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN;

THENCE N 14°19'52"W, 20 FEET WESTERLY OF AND PARALLEL TO THE WESTERLY ROADWAY EASEMENT LINE AS DESCRIBED IN THE EASEMENT FOR HIGHWAY PURPOSES OF RECORD IN CASE NUMBER 16571 OF THE DELAWARE COUNTY COURT OF COMMON PLEAS, 153.89 FEET;

THENCE N19°21'28W, 7.42 FEET TO A POINT ON THE NORTHERLY LINE OF THE SAID TRACT;

THENCE S85°24'19"E, ALONG THE NORTHERLY LINE OF THE SAID TRACT, 21.83 FEET TO A POINT ON THE SAID WESTERLY ROADWAY EASEMENT LINE:

THENCE S14°19'52E, ALONG THE SAID WESTERLY ROADWAY EASEMENT LINE 161.25 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SAID TRACT:

THENCE N84°55'19"W ALONG THE SAID SOUTHERLY LINE 21.21 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0763 ACRES MORE OR LESS, AND IS MORE PARTICULARLY DELINEATED ON THE ATTACHED EXHIBIT B

THIS DESCRIPTION WAS PREPARED BY BURGESS & NIPPLE, LIMITED BY S. PATRICK MILLS, PROFESSIONAL SURVEYOR 7158 FROM AN ACTUAL SURVEY AND AVAILABLE RECORDS IN SEPTEMBER 2002. THE BEARINGS USED HEREIN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM WITH THE CENTERLINE OF NORTH SANDUSKY STREET JUST NORTH OF PENNSYLVANIA AVENUE BEING S06°30'06"E.

EASEMENT

KNOW ALL MEN BY THESE PRESENTS That **THE COUNTY OF DELAWARE, OHIO**, of Delaware County, Ohio, the Grantor, for One Dollar (\$1.00) and other valuable consideration received from the **CITY OF DELAWARE, OHIO**, an Ohio municipal corporation, the Grantee, does hereby grant unto the Grantee, its

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successors, assigns, employees, agents, consulting engineers, contractors and subcontractors, the right to enter upon and have exclusive possession of the following described real property for the purpose construction, operation, maintenance, repair, removal, replacement or reconstruction of sanitary sewer lines ("the Improvements") said real property being fully described as follows:

See Description of Real Estate attached hereto as Exhibit "A", which describes the area of the easement and is incorporated herein by reference.

The rights granted herein are exclusive as to all except the Grantor and any previously granted rights of record; however, the Grantor shall not cause or allow to be constructed upon the real estate hereunder any permanent building, structure, facility or improvements, excepting utility service lines, which in any way impair the use of or interfere with the construction, operation, maintenance, repair, removal, replacement or reconstruction of the Improvement or access thereto.

Exhibit A

SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, CITY OF DELAWARE, AND BEING PART OF UNITED STATES MILITARY LANDS, RANGE 19, TOWNSHIP 5, SECTION 4, FARM LOT 4, AND BEING A PART OF A 6.65 ACRE TRACT OF LAND AS CONVEYED TO THE DELAWARE COUNTY COMMISSIONERS BY DEED VOLUME 455, PAGE 416 OF THE DELAWARE COUNTY RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT THE SOUTHWESTERLY CORNER OF THE SAID TRACT, SAID POINT ALSO BEING ON THE WESTERLY ROADWAY EASEMENT LINE AS DESCRIBED IN THE EASEMENT FOR HIGHWAY PURPOSES RECORDED IN DEED VOLUME 262, PAGE 268

THENCE N 86°27'54"W, ALONG THE SOUTHERLY LINE OF THE SAID TRACT, 23.23 FEET:

THENCE N27°01'30W, 20, FEET WESTERLY OF AND PARALLEL TO THE SAID WESTERLY ROADWAY EASEMENT LINE AND THE EASTERLY LINE OF THE SAID TRACT, 180.23 FEET TO A POINT IN THE NORTHERLY PROPERTY LINE OF THE SAID TRACT:

THENCE N77°08'18"E, ALONG THE SAID NORTHERLY LINE 20.63 FEET TO THE NORTHEASTERLY CORNER OF SAID TRACT:

THENCE S27°01'30E, ALONG THE SAID EASTERLY LINE AND THE SAID WESTERLY LINE OF THE ROADWAY EASEMENT, 187.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0843 ACRE, MORE OR LESS, AND IS MORE PARTICULARLY DELINEATED ON THE ATTACHED EXHIBIT B.

THIS DESCRIPTION WAS PREPARED BY BURGESS & NIPPLE, LIMITED BY S. PATRICK MILLS, PROFESSIONAL SURVEYOR 7158 FROM AN ACTUAL SURVEY AND AVAILABLE RECORDS IN SEPTEMBER 2002. THE BEARINGS USED HEREIN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM WITH THE CENTERLINE OF NORTH SANDUSKY STREET JUST NORTH OF PENNSYLVANIA AVENUE BEING S06°30'06"E.

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See Description of Real Estate attached hereto as Exhibit "A" together with a temporary construction easement attached hereto as Exhibit "C" which describe the areas of the easement and is incorporated herein by reference.

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Exhibit A

SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF DELAWARE, AND BEING

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PART OF UNITED STATES MILITARY LANDS, RANGE 19, TOWNSHIP 5, SECTION 4, FARM LOT 4, AND BEING A PART OF A 9.17 ACRE TRACT OF LAND AS CONVEYED TO THE DELAWARE COUNTY COMMISSIONERS BY DEED VOLUME 0559, PAGE 516 OF THE DELAWARE COUNTY RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, FOR REFERENCE, AT THE NORTHWESTERLY CORNER OF THE SAID TRACT; THENCE S84°55'19"E, ALONG THE SAID NORTHERLY LINE, 21.21 FEET TO A POINT ON THE WESTERLY ROADWAY EASEMENT LINE AS DESCRIBED IN THE EASEMENT FOR HIGHWAY PURPOSES RECORDED IN DEED VOLUME 262, PAGE 44:

THENCE S14°19'52"E ALONG THE SAID WESTERLY ROADWAY EASEMENT LINE 71.43 FEET:

THENCE S21°30'52"E, ALONG THE SAID WESTERLY ROADWAY EASEMENT LINE 234.09 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SAID TRACT;

THENCE S69°49'41"W, ALONG THE SAID SOUTHERLY PROPERTY LINE 40.01 FEET:

THENCE N21°30'52"W, 40 FEET WESTERLY OF AND PARALLEL TO THE SAID WESTERLY ROADWAY EASEMENT LINE, 75.72 FEET;

THENCE N14°19'52"W, 239.67 FEET TO THE POINT OF BEGINNING, CONTAINING 0.2136 ACRE, MORE OR LESS, AND IS MORE PARTICULARLY DELINEATED ON THE ATTACHED EXHIBIT B

THIS DESCRIPTION WAS PREPARED BY BURGESS & NIPPLE, LIMITED BY S. PATRICK MILLS, PROFESSIONAL SURVEYOR 7158 FROM AN ACTUAL SURVEY AND AVAILABLE RECORDS IN SEPTEMBER 2002. THE BEARINGS USED HEREIN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM WITH EH CENTERLINE OF NORTH SANDUSKY STREET JUST NORTH OF PENNSYLVANIA AVENUE BEING S06°30'06"E.

Exhibit C

SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF DELAWARE, AND BEING PART OF UNITED STATES MILITARY LANDS, RANGE 19, TOWNSHIP 5, SECTION 4, FARM LOT 4, AND BEING A PART OF A 9.17 ACRE TRACT OF LAND AS CONVEYED TO THE DELAWARE COUNTY COMMISSIONERS BY DEED VOLUME 0559, PAGE 516 OF THE DELAWARE COUNTY RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, FOR REFERENCE, AT THE SOUTHEASTERLY CORNER OF THE SAID TRACT; THENCE S69°49'41"W, ALONG THE SOUTHERLY LINE OF THE SAID TRACT, 88.74 FEET TO THE TRUE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN;

THENCE S69°49'412"W ALONG THE SAID SOUTHERLY LINE OF THE SAID TRACT, 84.52 FEET;

THENCE N20°10'19"W, 20.00 FEET;

THENCE N69°49'41"E, 84.52 FEET:

THENCE S20°10'19"E, 20.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.0388 ACRES, MORE OR LESS, AND IS MORE PARTICULARLY DELINEATED ON THE ATTACHED EXHIBIT B.

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See Description of Real Estate attached hereto as Exhibit "A" together with a temporary construction easement attached hereto as Exhibit "C" which describe the areas of the easement and is incorporated herein by reference.

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Exhibit A

SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF DELAWARE, AND BEING PART OF UNITED STATES MILITARY LANDS, RANGE 19, TOWNSHIP 5, SECTION 4, FARM LOT 4, AND BEING A PART OF A 27.77 ACRE TRACT OF LAND AS CONVEYED TO THE DELAWARE COUNTY COMMISSIONERS BY DEED VOLUME 0539, PAGE 61 OF THE DELAWARE COUNTY RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, FOR REFERENCE, AT THE SOUTHEASTERLY CORNER OF THE SAID TRACT; THENCE N37°37'50"W, ALONG THE EASTERLY LINE OF THE SAID TRACT, 40.03 FEET TO THE TRUE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN:

THENCE N86°10'05"W 486.30 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SAID TRACT;

THENCE N52°20'41"W, ALONG THE SAID SOUTHERLY LINE, 35.93 FEET:

THENCE N86°10'05"W, ALONG THE SAID SOUTHERLY LINE 972.77 FEET:

THENCE N75°39'03"W, ALONG THE SAID SOUTHERLY LINE, 54.79 FEET;

THENCE S86°10'05"E, 1513.67 FEET TO A POINT ON THE EASTERLY LINE OF THE SAID TRACT:

THENCE S37°37'50"E ALONG THE SAID EASTERLY LINE, 40.03 FEET TO THE POINT OF BEGINNING, CONTAINING 0.5683 ACRES, MORE OR LESS, AND IS MORE PARTICULARLY DELINEATED ON THE ATTACHED EXHIBIT B

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SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF DELAWARE, AND BEING PART OF UNITED STATES MILITARY LANDS, RANGE 19, TOWNSHIP 5, SECTION 4, FARM LOT 4, AND BEING A PART OF A 27.77 ACRE TRACT OF LAND AS CONVEYED TO THE DELAWARE COUNTY COMMISSIONERS BY DEED VOLUME 0539, PAGE 61 OF THE DELAWARE COUNTY RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, FOR REFERENCE, AT THE SOUTHEASTERLY CORNER OF THE SAID TRACT; THENCE N37°37'50"W, ALONG THE EASTERLY LINE OF THE SAID TRACT, 80.06 FEET TO THE TRUE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN:

THENCE N86°10'05"W 1513.67 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SAID TRACT;

THENCE N75°39'03"W, ALONG THE SAID SOUTHERLY LINE, 2.54 FEET TO A POINT ON THE WESTERLY LINE OF THE SAID TRACT;

THENCE N4°31'17"E, ALONG THE SAID WESTERLY LINE 19.54 FEET:

THENCE S86°10'05"E, 1498.26 FEET, TO A POINT ON THE EASTERLY LINE OF THE SAID TRACT:

THENCE S37°37'50"E ALONG THE SAID EASTERLY LINE, 26.69 FEET TO THE POINT OF BEGINNING, CONTAINING 0.6920 ACRES, MORE OR LESS, AND IS MORE PARTICULARLY DELINEATED ON THE ATTACHED EXHIBIT D

THIS DESCRIPTION WAS PREPARED BY BURGESS & NIPPLE, LIMITED BY S. PATRICK MILLS, PROFESSIONAL SURVEYOR 7158 FROM AN ACTUAL SURVEY AND AVAILABLE RECORDS IN SEPTEMBER 2002. THE BEARINGS USED HEREIN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM WITH THE CENTERLINE OF NORTH SANDUSKY STREET JUST NORTH OF PENNSYLVANIA AVENUE BEING S06°30'06"E.

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MINUTES FROM REGULAR MEETING HELD AUGUST 1, 2005**

EASEMENT

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Exhibit A

SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, CITY OF DELAWARE, AND BEING PART OF UNITED STATES MILITARY LANDS, RANGE 19, TOWNSHIP 5, SECTION 4, FARM LOT 4, AND BEING A PART OF A 2.99 ACRE TRACT OF LAND AS CONVEYED TO THE DELAWARE COUNTY COMMISSIONERS BY DEED VOLUME 603, PAGE 247 OF THE DELAWARE COUNTY RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, FOR REFERENCE, AT THE SOUTHWESTERLY CORNER OF A 1.818 ACRE TRACT OF LAND AS CONVEYED TO THE NATIONAL INVESTMENT & MANAGEMENT GROUP, BY ORIGINAL RECORD VOLUME 0002., PAGE 2367 OF THE DELAWARE COUNTY RECORDER'S OFFICE; THENCE N77°20'51"E ALONG TE SOUTHERLY LINE OF THE SAID DELAWARE COUNTY COMMISSIONERS TRACT, 548.06 FEET TO THE TRUE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN;

THENCE N77°20'51"E, ALONG THE SAID NORTHERLY AND SOUTHERLY LINES, 20.50 FEET TO THE WESTERLY ROADWAY EASEMENT LINE AS DESCRIBED IN THE EASEMENT FOR HIGHWAY PURPOSES RECORDED IN DEED VOLUME 261, PAGE 533;

THENCE S25°18'57"E, ALONG THE WESTERLY LINE OF THE SAID EASEMENT FOR HIGHWAY PURPOSES, 10.26 FEET;

THENCE S18°10'23"E, ALONG EH WESTERLY LINE OF THE SAID EASEMENT FOR HIGHWAY PURPOSES, 125.35 FEET TO THE SOUTHERLY LINE OF THE SAID 2.99 ACRE TACT;

THENCE S72°20'52"W, ALONG THE LAST SAID SOUTHERLY LINE, 528.14 FEET;

THENCE N86°10'05"W 86.85 FEET TO THE WESTERLY LINE OF THE SAID 2.99 ACRE TRACT;

THENCE N37°37'50"W, ALONG THE LAST SAID WESTERLY LINE, 40.03 FEET;

THENCE S86°10'05"E 107.67 FEET

THENCE N72°20'52"E, 502.17 FEET

THENCE N18°10'23"W, 20 FEET WESTERLY OF AND PARALLEL TO THE SAID WESTERLY ROADWAY EASEMENT LINE, 93.91 FEET

THENCE N25°18'57"W, 20 FEET WESTERLY OF AND PARALLEL TO THE SAID WESTERLY ROADWAY EASEMENT LINE, 13.51 FEET TO THE POINT OF BEGINNING, CONTAINING 0.4775 ACRES, MORE OR LESS, AND IS MORE PARTICULARLY DELINEATED ON THE ATTACHED EXHIBIT B

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Exhibit C

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 1, 2005

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THENCE N77°20’51”E, ALONG THE SAID NORTHERLY LINE, 8.36 FEET;

THENCE S25°18’57”E, 13.51 FEET;

THENCE S18°10’23”E , 93.91 FEET;

THENCE S72°20’52”W, 502.17 FEET;

THENCE N86°10’05”W 107.67 FEET TO THE WESTERLY LINE OF THE SAID 2.99 ACRE TRACT;

THENCE N37°37’50”W, ALONG THE LAST SAID WESTERLY LINE, 26.69 FEET;

THENCE S86°10’05”E 121.54 FEET

THENCE N72°20’52”E, 488.20 FEET

THENCE N18°10’23”W, 98.03 TO THE POINT OF BEGINNING CONTAINING 0.3021 ACRES, MORE OR LESS, AND IS MORE PARTICULARLY DELINEATED ON THE ATTACHED EXHIBIT D.

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(Copies of Exhibits B and D are available in the Commissioners’ office until no longer of administrative value).

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

RESOLUTION NO. 05-1029

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR PERMANENT IMPROVEMENT:

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

Supplemental Appropriation		AMOUNT
40111402-5410	Permanent Improvements/Building & Improvements	\$79,000.00
40111402-5328	Permanent Improvements/Building Maintenance	\$6,000.00
Vote on Motion	Mr. Jordan Aye Mr. Evans Aye Mr. Ward Absent	

RESOLUTION NO. 05-1030

7:30 PM - PUBLIC HEARING FOR CONSIDERATION OF THE NUCKLES #20 WATERSHED DITCH PETITION FILED BY KEN WALTON, CHARLES SHEETS AND OTHERS:

It was moved by Mr. Jordan, seconded by Mr. Evans to open the hearing at 7:30PM.

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

RESOLUTION NO. 05-1031

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE NUCKLES #20

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WATERSHED DITCH PETITION FILED BY KEN WALTON, CHARLES SHEETS AND OTHERS:

It was moved by Mr. Jordan, seconded by Mr. Evans to close the hearing at 7:55PM.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Absent
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RESOLUTION NO. 05-1032

IN THE MATTER OF DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE NUCKLES #20 WATERSHED DITCH PETITION FILED BY KEN WALTON, CHARLES SHEETS AND OTHERS:

It was moved by Mr. Jordan, seconded by Mr. Evans to go forward with the project.

Whereas, on February 8, 2005, a Ditch Petition for The Nuckles #20 Watershed Ditch was filed with the Delaware County Commissioners, and

Whereas, the Board of Commissioners of Delaware County on 1st day of August 2005, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the purposed Nuckles #20 Watershed Ditch, and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board of Commissioners find the action is necessary, conducive to the public welfare, and the benefits exceed the estimated cost.

Therefore, Be It Resolved, The Delaware County Commissioners directs the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented in option B for the purposed Nuckles #20 Watershed Ditch. Said information to be presented to the Commissioners at the end of this process.

Further be it Resolved, upon receipt of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

FURTHER BE IT RESOLVED, THAT THE COMMISSIONERS APPROVE ESTABLISHING A NEW ORGANIZATION KEY NUMBER FOR THE NUCKLES #20 DITCH PROJECT 40311413.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Absent
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RESOLUTION NO. 05-1033

8:00 PM PUBLIC HEARING FOR THE SAWMILL PARKWAY ASSESSMENT PROJECT THAT CONSISTS OF EXTENDING SAWMILL PARKWAY, FROM A POINT COMMENCING AT THE INTERSECTION OF HOME ROAD AND SAWMILL PARKWAY AND PROCEEDING NORTHERLY FOR APPROXIMATELY 5,000 LINEAR FEET BY EXCAVATING, GRADING, PAVING, DRAINAGE, STREET LIGHTING, CONDUIT, CURBS AND GUTTERS, TRAFFIC PAVEMENT MARKINGS, AND STREET SIGNS, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES :

It was moved by Mr. Jordan, seconded by Mr. Evans to open the Public Hearing at 8:02PM.

Vote on Motion	Mr. Ward	Absent	Mr. Jordan	Aye	Mr. Evans	Aye
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RESOLUTION NO. 05-1034

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR THE SAWMILL PARKWAY ASSESSMENT PROJECT THAT CONSISTS OF EXTENDING SAWMILL PARKWAY, FROM A POINT COMMENCING AT THE INTERSECTION OF HOME ROAD AND SAWMILL PARKWAY AND PROCEEDING NORTHERLY FOR APPROXIMATELY 5,000 LINEAR FEET BY EXCAVATING, GRADING, PAVING, DRAINAGE, STREET LIGHTING, CONDUIT, CURBS AND GUTTERS, TRAFFIC PAVEMENT MARKINGS, AND STREET SIGNS, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES :

It was moved by Mr. Jordan, seconded by Mr. Evans to close the Public Hearing at 8:15PM.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Absent
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RESOLUTION NO. 05-1035

IN THE MATTER OF DETERMINING TO PROCEED WITH THE EXTENSION OF SAWMILL PARKWAY FROM A POINT COMMENCING AT THE NTERSECTION OF HOME ROAD AND

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SAWMILL PARKWAY AND PROCEEDING NORTHERLY FOR APPROXIMATELY 5,000 LINEAR FEET BY EXCAVATING, GRADING, PAVING, DRAINAGE, STREET LIGHTING, CONDUIT, CURBS AND GUTTERS, TRAFFIC PAVEMENT MARKINGS, AND STREET SIGNS, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES:

It was moved by Mr. Jordan, seconded by Mr. Evans to adopt the following:

WHEREAS, the Board of County Commissioners of Delaware County adopted Resolution No. 05-433 on April 14, 2005 declaring it to be necessary to extend Sawmill Parkway from a point commencing at the intersection of Home Road and Sawmill Parkway and proceeding northerly for approximately 5,000 linear feet by excavating, grading, paving, drainage, street lighting, conduit, curbs and gutters, traffic pavement markings, and street signs, together with all necessary and related appurtenances (the “*Improvement*”); and

WHEREAS, the County Engineer has made and filed with this Board the surveys, plans, profiles, cross sections, estimates of costs, specifications, and estimated assessments for the Improvement; and

WHEREAS, this Board gave notice of a public hearing on the Improvement by publication in the *Delaware Gazette*, a newspaper published and of general circulation in the County, on Friday July 15, 2005 and Friday July 22, 2005; and

WHEREAS, a public hearing for the purpose of considering objections to the Improvement and to the estimated assessments was held by this Board on Monday August 1, 2005, pursuant to notice duly published as required by law;

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

Section 1. It is hereby found and determined that no land or property is to be taken or appropriated for the Improvement and accordingly no claims are to be determined for compensation or damages on account of land or property to be taken for the Improvement.

Section 2. This Board is satisfied that the public convenience and welfare require that the Improvement be made, and that the costs of the Improvement will not be excessive in view of its public utility.

Section 3. Objections, if any, to the Improvement heretofore made and fully heard and considered by this Board be and the same are hereby denied and overruled.

Section 4. The surveys, plans, profiles, cross sections, estimates of cost, and specifications, and estimated assessments for the Improvement now on file in the office of this Board be and the same are hereby approved, confirmed and adopted; subject however, to adjustment of the estimated assessments to include any interest on the special assessments to be computed at the same rate applicable to notes or bonds to be issued by the County in anticipation of the collection of the special assessments and any financing costs related to the issuance of those notes or bonds. Those estimated assessments identifying the property and property owner(s) to be assessed are on file in the office of the Clerk of this Board.

Section 5. The Board hereby determines to proceed with the Improvement.

Section 6. The assessments shall be certified by the Clerk of this Board to the County Auditor upon the completion of the Improvement and the determination of the actual cost thereof, including compensation and damages, for collection in twenty (20) annual installments (each annual installment to be payable semi-annually at the time real estate taxes in Delaware County, Ohio are payable), together with interest on the unpaid principal amount of each special assessment as provided for by law or in the resolution levying the final special assessments.

Section 7. The Clerk of this Board is hereby directed to file a certified copy of this resolution with the County Auditor within fifteen days after its passage.

Section 8. This Resolution shall be in full force and effect immediately upon its adoption.

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

RESOLUTION NO. 05-1036

A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$2,500,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING THE PROPERTY OWNERS’ PORTION, IN ANTICIPATION OF THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS, OF THE COST OF EXTENDING SAWMILL PARKWAY BETWEEN CERTAIN TERMINI BY EXCAVATING, GRADING, PAVING, DRAINAGE, STREET LIGHTING, CONDUIT, CURBS AND GUTTERS, TRAFFIC PAVEMENT MARKINGS, AND

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STREET SIGNS, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES :

It was moved by Mr. Evans, seconded by Mr. Jordan to adopt the following:

WHEREAS, this Board has previously by Resolution No. 05-433 adopted on April 14, 2005, declared the necessity of the improvements described therein and by Resolution No. 05-1035 adopted on August 1, 2005 determined to proceed with the Improvement defined in Section 1; and

WHEREAS, the County Auditor as fiscal officer of this County has certified to this Board that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 20 years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is December 31, 2010;

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

Section 1. It is necessary to issue bonds of this County in the maximum principal amount of \$2,500,000 (the "*Bonds*") for the purpose of paying the property owners' portion, in anticipation of the levy and collection of special assessments, of the cost of extending Sawmill Parkway between certain termini by excavating, grading, paving, drainage, street lighting, conduit, curbs and gutters, traffic pavement markings, and street signs, together with all necessary and related appurtenances (the "*Improvement*"), all as provided for in the Resolution of Necessity.

Section 2. The Bonds shall be dated approximately July 1, 2006, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 20 annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2007.

Section 3. It is necessary to issue and this Board determines that notes in the maximum principal amount of \$2,500,000 (the "*Notes*") shall be issued in anticipation of the issuance of the Bonds to pay the costs of the Improvement and any financing costs. The principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be determined by the County Administrator in the certificate awarding the Notes in accordance with Section 6 of this Resolution (the "*Certificate of Award*") as the amount necessary to pay the costs of the Improvement and any financing costs. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance, provided that the County Administrator may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is up to fifteen days less than one year from the date of issuance by setting forth that maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the County Administrator in the Certificate of Award in accordance with Section 6 of this Resolution.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the County Administrator in the Certificate of Award, and shall be payable, without deduction for services of the County's paying agent, at the office of a bank or trust company designated by the County Administrator in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the County and that proper procedures and safeguards are available for that purpose (the "*Paying Agent*").

Section 5. The Notes shall be signed by at least two members of the Board of County Commissioners and by the County Auditor, in the name of the County and in their official capacities, provided that all but one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the County Auditor, provided that no Note shall be issued in a denomination less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the County Auditor will serve as note registrar) in accordance with Section 133.40 of the Revised Code and in book-entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the County Administrator that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the County Administrator and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Resolution. As used in this section and this Resolution:

"*Book entry form*" or "*book entry system*" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the County and payable only to a Depository or its nominee, with such Notes "*immobilized*" in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the County is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

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“*Depository*” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“*Participant*” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the County.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the County Auditor may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the County Auditor does not or is unable to do so, the County Auditor, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of County action or inaction, of those persons requesting such issuance.

The County Auditor is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the County.

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the County Administrator in accordance with law and the provisions of this Resolution. The County Administrator shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. Any member of this Board, the County Auditor, the County Prosecuting Attorney, the County Administrator, the Clerk of this Board, and other County officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution. The County Administrator is authorized, if it is determined to be in the best interest of the County, to combine the issue of Notes with one or more other note issues of the County into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the County, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

All special assessments collected for the Improvement and any unexpended balance remaining in the improvement fund after the cost and expenses of the Improvement have been paid shall be used for the payment of the debt charges on the Notes and Bonds until paid in full. In each year to the extent the income from the levy of the special assessments for the Improvement is available for the payment of the debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the income so

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available and appropriated. Nothing in this paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the County to the prompt payment of the debt charges on the Notes and Bonds.

Section 10. The County covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the “Code”) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be treated as an item of tax preference under Section 57 of the Code.

The County further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The County Auditor, as the fiscal officer, or any other officer of the County having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the County with respect to the Notes as the County is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Section 11. The Clerk of this Board is directed to promptly deliver a certified copy of this Resolution to the County Auditor of Delaware County, Ohio.

Section 12. This Board determines that all acts and conditions necessary to be done or performed by the County or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the County have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the County are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 14. This Resolution shall be in full force and effect immediately upon its adoption.

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

There being no further business the meeting adjourned.

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Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners