

COMMISSIONERS JOURNAL NO. 41 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 11, 2001

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

Present: James Ward, Deborah Martin, Donald Wuertz

7:00 PM -Public Hearing on the Zoning Request of Lenard Mathews

8:00 AM – Duncan Whitney, County Prosecutor

RESOLUTION NO. 01-590

8:45 AM -IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adjourn into Executive Session.

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

RESOLUTION NO. 01-591

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 9:00 AM:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adjourn out of Executive Session:

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

PUBLIC COMMENT – Ms. Carolyn Slone invited the Commissioners to sponsor trophies for the Vintage Auto Show to be held in Delaware on July 28, 2001. Proceeds from the show go to Hospice at Grady. Ms. Mona Reilly gave a report on Project “THAW”

RESOLUTION NO. 01-592

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 306680 THROUGH 307008:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve for payment warrants numbered 306680 through 307008 and Purchase Orders and Vouchers as listed below:

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
1B01886	R. D. Zande & Associates	Plan Review	0150-2005	\$ 6,000.00
INCREASE				
1B03010	Leo Meyers, Inc.	Uniform Allowance	0260-1590	\$ 5,000.00
<u>Vouchers</u>				
0B01321	Continental Office Environments	Furniture for Carnegie Library	8610-4102	\$ 27,233.68
1B43054	Adriel School	Cluster	4535-2081	\$ 5,146.00
1B43054	LHS Family & Youth Services	Cluster	4535-2081	\$ 5,500.95
1B10490	Countryside Construction	Site Utilities for Administration Bldg	8612-4011	\$ 6,279.00

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

RESOLUTION NO. 01-593

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the Treasurer’s Report.

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

RESOLUTION NO. 01-594

IN THE MATTER OF RECOGNIZING MALLORY ARTER FOR CREATING THE WINNING POSTER FOR HER GRADE LEVEL ON THE 2001-2002 OHIO DEPARTMENT OF NATURAL RESOURCES, DIVISION OF RECYCLING AND LITTER PREVENTION’S EARTH DAY TO EARTH DAY CALENDAR:

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

WHEREAS, litter is unsightly and poses potential health and safety hazards to Delaware County’s citizens and wildlife; and

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WHEREAS, keeping Delaware County litter free is an effective way to take care of our environment; and

WHEREAS, the Ohio Department of Natural Resources Earth Day to Earth Day Poster Contest teaches fellow Ohioans the importance of recycling and litter prevention by visualizing their concerns on paper; and

WHEREAS, the Delaware General Health District's Keep Delaware County Beautiful program encourages residents' participation in community recycling and litter prevention and clean up programs; and

WHEREAS, Mallory Arter has achieved recognition by the state of Ohio as the Eighth Grade winner in the Earth Day to Earth Day Poster Contest;

NOW, THEREFORE BE IT RESOLVED , THE DELAWARE COUNTY COMMISSIONERS, do hereby commend Mallory Arter for creating the winning poster for her grade level on the 2001 – 2002 Ohio Department of Natural Resources, Division of Recycling and Litter Prevention's Earth Day to Earth Day Calendar.

FURTHER BE IT RESOLVED, that the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's official Journal.

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

RESOLUTION NO. 01-595

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING OF ANNEXATION PETITION FILED FOR 1.186, MORE OR LESS, ACRES FROM CONCORD TOWNSHIP TO VILLAGE OF SHAWNEE HILLS AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adopt the following:

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Concord Township to Village of Shawnee Hills, and

Whereas, Robert E. Albright, 600 South High Street, Columbus, Ohio 43215 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, **August 6, 2001, at 8:00 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps.

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

RESOLUTION NO. 01-596

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING OF ANNEXATION PETITION FILED FOR 69.24, MORE OR LESS, ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adopt the following:

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Delaware Township to City of Delaware, and

Whereas, Frederick J. Simon, 75 East Wilson Bridge Road, Worthington, Ohio 43085 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, **August 6, 2001, at 8:30 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps

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

RESOLUTION NO. 01-597

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING OF ANNEXATION

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PETITION FILED FOR 1.831, MORE OR LESS, ACRES FROM ORANGE TOWNSHIP TO CITY OF COLUMBUS AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adopt the following:

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Orange Township to City of Columbus, and

Whereas, Robert E. Albright, 600 South High Street, Columbus, Ohio 43215 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, **August 13, 2001, at 7:30 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps

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

RESOLUTION NO. 01-598

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING OF ANNEXATION PETITION FILED FOR 13, MORE OR LESS, ACRES FROM BERKSHIRE TOWNSHIP TO THE VILLAGE OF SUNBURY AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adopt the following:

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Berkshire Township to the Village of Sunbury , and

Whereas, Kenneth J. Molnar, Attorney at Law, 21 Middle Street, Galena, Ohio 43021 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, **August 13, 2001, at 7:45 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps

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

RESOLUTION NO. 01-599

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING OF ANNEXATION PETITION FILED FOR 61.841, MORE OR LESS, ACRES FROM BERKSHIRE TOWNSHIP TO THE VILLAGE OF SUNBURY AND GIVING NOTICE OF SAME TO AGENT FOR PETITIONERS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adopt the following:

Whereas, the Clerk of the Board of County Commissioners has given notice of the filing of a petition for annexation of certain real estate in Berkshire Township to the Village of Sunbury , and

Whereas, Kenneth J. Molnar, Attorney at Law, 21 Middle Street, Galena, Ohio 43021 has been designated as agent for the petitioners.

Now Therefore Be It Resolved, that Monday, **August 13, 2001, at 8:00 PM** in the hearing room of the Board of County Commissioners of Delaware County, 101 Sandusky Street, Delaware, Ohio be set as date, time and place for hearing on same pursuant to Section 709.031 of the Ohio Revised Code; Further Be It Resolved, that the Clerk of the Board of Commissioners shall give notice to the Agent for the Petitioners of this action and file copies of said petition and maps with the County Auditor and with the County Engineer so he may verify accuracy of said maps

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

RESOLUTION NO. 01-600

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Child Support Enforcement Agency is requesting that thirteen employees attend the Senate Bill 180 Training at Delaware on June 13, 2001, in the amount of \$715.00.

Sanitary is requesting that Bryan Fox attend the Low Level Mercury Workshop at Columbus on June 15, 2001, in the amount of \$10.00.

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

RESOLUTION NO. 01-601

IN THE MATTER OF APPROVING PLATS FOR SHERBROOK, PHASE 8; RESUBDIVISION OF LOT 2921 BIG BEAR FARMS, SECTION 4; THE MEADOWS AT CHESHIRE, SECTION 3, PART 3; RUNNING FOX ESTATES; PLANS FOR SUMMERWOOD, SECTION 2; NORTH ORANGE, SECTION 2, PHASE 1; U. S. 23 AND POWELL RD. RETAIL SITE; DITCH MAINTENANCE PETITION FOR SHERBROOK, PHASE 8:

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

Sherbrook, Phase 8

Situated in the State of Ohio, County of Delaware, Township of Genoa, in Quarter Township 3, Range 17, United States Military Lands, containing 14.268 acres of Farm Lot 2 and 2.065 acres of Farm Lot 3, and being 16.333 acres, more or less, including 3.616 acres of right-of-way, out of a 100.516 acres Tract conveyed to Tussic Road associated by Deed of Record in Deed Volume 653, Pages 145 & 146, records of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$81.00.

Resubdivision of Lot 2921 Big Bear Farms, Section 4

Situated in the State of Ohio, County of Delaware, Township of Liberty and in Farm Lot 11, Quarter Township 3, Township 3, Range 19, United States Military Lands, containing 2.879 acres of land, more or less, said 2.879 acres being Lot 2921 of the subdivision entitled "Big Bear Farms, Section 4" of record in Plat Cabinet 1, slides 660, 660A and 660B, said Lot 2921 being that tract of land conveyed to The First Citizens National Bank by deed of record in Deed Book 667, Page 439, Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$6.00.

The Meadows at Cheshire, Section 3, Part 3

Situated in the State of Ohio, County of Delaware, Township of Berlin, and in Farm Lot 6, Quarter Township 4, Township 4, Range 18, United States Military Lands, containing 16.266 acres of land, more or less, said 16.266 acres being part of that tract of land described in Exhibit B in the deed to The Borrer Corporation (the amended and restated articles of incorporation of which were amended to change its name to Dominion Homes, Inc., a record of said amendment being in Miscellaneous Record 10, Page 13) of record in Deed Book 559, Page 746, both being of record in the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$90.00.

Running Fox Estates

Situated in the State of Ohio, County of Delaware, Township of Genoa, located in part of Farm Lot 8, Section 2, Township 3, Range 17, United States Military Lands, being an 18.015 acre Subdivision, there being 1.308 acre tract conveyed to Charles B. DeMatteis as recorded in Deed Book 508, Page 199, a 2.537 acre tract conveyed to Charles B. and Donna L. DeMatteis in Deed Book 508, Page 370, and a 16.706 acre Resubdivision of all of lots 1438, 1439, and 1440 of DeMatteis Subdivision no. 3 (P.B. 21, Pages 75 & 76) all references being to the Records of the Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$18.00.

Summerwood, Section 2

Street, Storm and Water Improvements, Section 4, Township 4, Range 18, Farm Lot 3 & 4, United States Military Lands, Berlin Township

North Orange, Section 2, Phase 1

Orange Township, Delaware County, Ohio, Part of Farm Lot 2, Section 2, Township 3, Range 18, United States Military Lands

U. S. 23 and Powell Rd. Retail Site

Offsite Roadway and Storm Sewer Improvements, located in Lot no. 5, Quarter Township 3, Section 3, Range 18, United States Military Lands, Township of Orange, County of Delaware, State of Ohio

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Sherbrook, Phase 8 – Ditch Maintenance Petition

We the undersigned owners of 16.333 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as Sherbrook, Phase 8 as evidenced by the subdivision plant (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Sherbrook, Phase 8 Subdivision.

The cost of the drainage improvements is \$50,266.75 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Eighty-one lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,904.04 per lot. An annual maintenance fee equal to 2% of this basis \$38.08 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,005.34 has been paid to Delaware County.

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

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

RESOLUTION NO. 01-602

IN THE MATTER OF APPROVING THE RELEASE OF THE LETTER OF CREDIT FOR OWENFIELD DRIVE-MEIJER STORE:

I was moved by Mrs. Martin, seconded by Mr. Wuertz to release the letter of credit:

In 1997, Meijer, Inc. posted a letter of credit for bonding the construction of Owenfield Drive as it pertained to the Meijer Store on U. S. 23 at Powell road. As their involvement in this construction has ended, the County Engineer request that the Commissioners approve the release of said Letter of Credit back to Meijer.

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

RESOLUTION NO. 01-603

IN THE MATTER OF ACCEPTING BOND FOR MEADOWS AT CHESHIRE, SECTION 3, PART 3:

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

Meadows at Cheshire, Section 3, Part 3

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. County Engineer has, therefore, estimated the remaining construction costs to be **\$224,069.75** and a bond in that amount is in place to cover the bonding of this project.

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

RESOLUTION NO. 01-604

IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENTS FOR SUMMERWOOD, SECTION 2; GOLF VILLAGE/SAWMILL PARKWAY EXTENSION; AND MALABAR SUBDIVISION:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the Subdivider's Agreements:

Summerwood, Section 2

THIS AGREEMENT executed on this 11th day of June 2001, between **CHARLES VINCE** as

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evidenced by the **SUMMERWOOD SECTION 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 5/16/01, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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 **NINE THOUSAND SEVEN HUNDRED NINETY-FIVE 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, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

CONSTRUCTION

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

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

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

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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.

Golf Village/Sawmill Parkway Extension

THIS AGREEMENT executed on this 11th day of June 2001, between **TRIANGLE REAL ESTATE SERVICE** as evidenced by the **GOLF VILLAGE/SAWMILL PARKWAY** 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 Contractor's Bid Price 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 **ONE HUNDRED FORTY-SEVEN THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

Any snow and ice removal or other safety requirements deemed necessary by the **County Engineer**

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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

Malabar Subdivision

THIS AGREEMENT executed on this 11th day of June 2001, between **TEL-DEL CORPORATION** as evidenced by the **MALABAR SUBDIVISION** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 5/1/01, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

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

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

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

ROADWAY AND STORM DRAINAGE

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

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

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County Engineer's satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications.**

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

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

CONSTRUCTION

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

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

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

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

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

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

RESOLUTION NO. 01-605

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U010080	Verizon	Kilbourne Road	Place telephone cable
U010082	Columbia Gas	Scioto Reserve Section 4	Install gas main
U010083	Columbia Gas	Scioto Reserve Section 2, Phase 4	Install gas main

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

RESOLUTION NO. 01-606

IN THE MATTER OF APPROVING THE REQUEST FOR FUNDING FROM ODOT TO PLACE RUMBLE STRIP AT THE RAILROAD CROSSING ON HYATTS ROAD;

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the rumble strips for railroad crossing on Hyatts Road, but request that ODOT install them. It is understood that the Delaware County Board of Commissioners will be responsible for any maintenance of the rumble strips.

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

RESOLUTION NO. 01-607

IN THE MATTER OF APPROVING GRANT RENEWAL FOR THE COMMUNITY CORRECTIONS ACT GRANT:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the Grant Renewal for the Community Correction Act from July 1, 2001 to June 30, 2002.

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

RESOLUTION NO. 01-608

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

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Jessica Piatt has accepted the position as Intern for the OECC; effective date of hire is June 18, 2001.

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

RESOLUTION NO. 01-609

IN THE MATTER OF APPROVING SANITARY SUBDIVIDER'S AGREEMENT FOR NORTH ORANGE, SECTION 2, PHASE 1;

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the Subdivider's Agreement:

North Orange, Section 1, Phase 1

THIS AGREEMENT executed on this 11th day of June 2001, by and between PLANNED COMMUNITIES, INC SUBDIVIDER, as evidenced by the NORTH ORANGE SECTION 2 PHASE 1 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 (\$103,397.00) 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 \$7,280.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which

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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.

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

RESOLUTION NO. 01-610

IN THE MATTER OF ACCEPTING AND AWARDING THE BID FOR SUPPLEMENTAL BIOSOLIDS HAULING FOR THE DIVISION OF WATER RECLAMATION:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to accept the following resolution:

Whereas, Delaware County went out to bid and bids were taken on May 23, 2001, and

Whereas, after carefully reviewing the bids received, the bid submitted by Cooperrider Farms has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted by Cooperrider Farms in the amount of \$0.0399 per gallon.

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

RESOLUTION NO. 01-611

IN THE MATTER OF APPROVING AN EXTENSION OF CONTRACT BETWEEN DELAWARE COUNTY COMMISSIONERS AND C & P ENGINEERING:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the extension of contract with C & P Engineering:

This AGREEMENT, made and entered into this 11th day of June 2001, by and between Delaware County, Ohio through the Board of County Commissioners, hereinafter called "County" and C & P Engineering & Inspections, Inc., with offices at 7766 Kilbourne Road, Sunbury, Ohio 43074, hereinafter called "ENGINEER"

WHEREAS, the COUNTY is in need of residential plan review & inspection services in the county; and

WHEREAS, the ENGINEER is qualified as a residential plans examiner; electrical safety inspector, & certified building inspector and

WHEREAS, the COUNTY desires to establish an AGREEMENT with the ENGINEER to provide to the COUNTY residential plan review and inspection services.

Now, THEREFORE, COUNTY and ENGINEER, in consideration of their mutual covenants, herein agree as follows:

SECTION I. BASIC SERVICES OF THE ENGINEER

A. The ENGINEER shall provide residential plan review services on an as needed basis, as authorized by the Chief Building Official.

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- B. The ENGINEER shall provide electrical safety inspector and/or certified building inspector services on an as needed basis, as authorized by the Chief Building Official.
- C. The ENGINEER shall review drawings submitted to the Building Department for conformance with the Delaware County Building Code, as adopted by the State of Ohio and/or the COUNTY. Upon completion of the review, the ENGINEER shall provide to the COUNTY an "Addendum Letter" or a "Correction Letter" as applicable to the submitted drawings, which shall set forth the areas found not to be in compliance with the applicable code provisions or not clearly defined in the submitted drawings. The ENGINEER agrees to review and return drawings to the COUNTY within one (1) week from the date of receipt by the ENGINEER.
- D. The ENGINEER shall maintain, at its own expense, the necessary codes and standards required for the execution of the services of this AGREEMENT.
- E. The ENGINEER shall maintain, at its own expense, professional liability insurance as per requirements of the ORC 153.70.
- F. The ENGINEER shall furnish own vehicle for transportation.

SECTION II. COUNTY RESPONSIBILITIES

The COUNTY shall be responsible to provide to the ENGINEER:

- A. The COUNTY shall furnish clerical services and standard forms necessary for the execution of the services.
- B. Provide prompt written notice to the ENGINEER whenever the COUNTY observes or is made aware of the ENGINEER'S default or non-conformance with the AGREEMENT and afford the ENGINEER reasonable opportunity to cure such defect or non-conformance.
- C. Provide conference and meeting facilities for the ENGINEER to meet with applicants in regards to the work performed by the ENGINEER pursuant to this Contract.
- D. Use its best effort to secure release of other data held by others necessary for the ENGINEER to perform their obligations under this Contract.
- E. The COUNTY will assist the ENGINEER by placing at its disposal all available information necessary for the ENGINEER to faithfully perform their obligations under this AGREEMENT.

SECTION III. BASIS OF PAYMENT

A. The ENGINEER shall be compensated by payment for services based upon the fee schedule below.

Residential plan review-\$50/hr
Single certification inspector-\$45/hr.
Dual Certification inspector-\$50/hr.
Reimbursable expenses – At cost
Mileage - \$0.32/mile

- B. The ENGINEER shall provide a written statement indicating the total time spent for each review upon return of the plans and ENGINEERS written Addendum or Correction Letter.
- C. The ENGINEER shall provide a written statement indicating the time spent for each inspection. This shall be provided at the time inspection results are delivered each day.
- D. The ENGINEER shall invoice the COUNTY monthly for services rendered through the previous month, and the COUNTY agrees to pay within forty (40) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the permit and/or project name, dates of service, mileage (if applicable), and the time spent on each. Reimbursable expenses shall be itemized and copies of receipts shall be provided.

SECTION IV. GENERAL CONSIDERATIONS

- A. This AGREEMENT shall be governed by the laws of the State of Ohio.
- B. The ENGINEER shall not assign their responsibilities under this AGREEMENT to third parties without the written consent of the COUNTY.
- C. This AGREEMENT shall commence upon the date on which the COUNTY authorizes the signing of this AGREEMENT and shall run for a period of two-months from said date. This AGREEMENT may be renewed for two-months periods upon mutual agreement of both parties.

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- D. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the ENGINEER.
- E. Either party may terminate this CONTRACT at any time by providing thirty (30) days written notice to the other party.
- F. Indemnification-The ENGINEER shall indemnify, keep and save harmless the COUNTY and its respective officers, agents, and employees against all suits or claims based upon a negligent act, error or omission that may arise out of the professional services provided under this AGREEMENT. The ENGINEER, at its own expense, shall defend the COUNTY in all litigation, pay all attorney fees, damages, court costs, and other expenses, and satisfy and cause to be discharged any judgments obtained against the COUNTY, its officers, agents and employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the professional services under this AGREEMENT.

The COUNTY shall indemnify, keep and save harmless the ENGINEER up to \$25,000. The COUNTY, at its own expense, shall defend the ENGINEER in all litigation, pay attorney fees, damages, court costs and other expenses and satisfy and cause to be discharged any judgments obtained against the ENGINEER, its officers, agents, and employees arising out of the litigation or claim not resulting from a negligent act, error, or omission in the performance of the professional services under this AGREEMENT up to an amount not to exceed \$25,000.

It is expressly agreed that the professional services provided under this Contract are of such a nature that the ENGINEER is afforded considerable discretion in the application and enforcement of the codes and/or ordinances prescribed. The COUNTY and ENGINEER, therefore, further agree that the indemnification provided herein by the COUNTY will not be provided if it is determined that the ENGINEER or any of its officers, agents, and employees has acted with malicious intent, reckless disregard, discrimination, harassment, or has generally abused the discretion afforded under these professional services.

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

RESOLUTION NO. 01-612

IN THE MATTER OF APPROVING THE REQUEST FOR STATEMENT OF QUALIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR ENGINEERING DESIGN CONSULTANT SERVICES TO ASSIST THE COUNTY IN THE DESIGN OF A MASTER PLAN FOR WASTEWATER RESIDUALS TREATMENT AND DISPOSAL:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve statement of qualifications and set bid opening date and time for **Friday, July 20, 2001, 12:00 NOON.**

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

RESOLUTION NO. 01-613

IN THE MATTER OF APPROVING A RECOMMENDATION FOR EXPANDING A RADIO FREQUENCY STUDY CONTRACT WITH RCC CONSULTANTS TO ADD ADDITIONAL TASKS, INCLUDING RADIO SYSTEM REQUIREMENTS, SYSTEM COST ANALYSIS, RFP AND BID REQUIREMENTS AND PROJECT MANAGEMENT IF DESIRED:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adopt the following Resolution:

WHEREAS, discussions between Delaware County Public Safety responders and RCC Consultants identified a need to consolidate the radio frequency study with other aspects in the investigation of a new single countywide radio system, and

WHEREAS, the Board of Commissioners have indicated a desire to investigate the acquisition of a single system to facilitate and improve existing communications between the various Public Safety entities within and outside of the county, and

WHEREAS, RCC Consultants provided optional tasks within the current contract;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the recommendation to expand the existing contract with RCC Consultants to include radio system requirements, costs, RFP and Bid requirements and project management, if so desired, at a maximum cost of \$165,788.00.

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 01-615A

IN THE MATTER OF CLOSING THE HEARING:

Mr. Wuertz moved to close the hearing. Mrs. Martin seconded.

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

RESOLUTION NO. 01-616

IN THE MATTER OF A REQUEST FOR REZONING DISTRICT CHANGE OF A 2.344 ACRE TRACT, MORE OR LESS, IN THE TOWNSHIP OF RADNOR FROM FARM RESIDENCE DISTRICT (FR-1) TO INDUSTRIAL DISTRICT (I) UNDER THE COUNTY ZONING RESOLUTION:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adopt the following

WHEREAS, the advertised hearing in this matter was held June 11, 2001, at 7:00 PM, and

WHEREAS, all parties were given an opportunity to express their views thereto, and

WHEREAS, the appropriate review and comment by the Delaware County Regional Planning Commission was approval, and

WHEREAS, the Delaware County Rural Zoning Commission has recommended approval of said rezoning.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners, Delaware County, State of Ohio, that the following described property shall be rezoned from (FR-1) Farm Residence District to (I) Industrial District under the County Zoning Resolution in conformity with the General Plan, and Plot Plan on file for same. The area to be reclassified is located at 3527 State Route 37 West, Delaware, Ohio 43015 in Radnor Township with 200 feet of frontage along State Route 37.

The Clerk shall send certified copies of this action to the Delaware County Regional Planning Commission and the Delaware County Zoning Department with a request to change the official maps to reflect this action. This action effective the earliest date allowable by law.

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

There being no further business, the meeting adjourned.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners