

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD FEBRUARY 3, 2003

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

Present: Kris Jordan, Deborah B. Martin, James D. Ward

RESOLUTION NO. 03-140

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION PENDING LITIGATION:

It was moved by Mr. Jordan, seconded by Mrs. Martin to adjourn into Executive Session at 8:35AM.

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

RESOLUTION NO. 03-141

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mrs. Martin to adjourn out of Executive Session at 8:45AM.

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

PUBLIC COMMENT

-Mr. Ward makes positive comments on the fact that Delaware County has Cell Phone Locator Technology

RESOLUTION NO. 03-142

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 30, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the resolutions and records of the proceedings from regular meeting held January 30, 2003 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 03-143

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR131:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR131 and Purchase Orders and Vouchers as listed below:

PO'S

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Verizon	Radio Circuits for 9-1-1 center	21411306-5335	\$ 7,500.00
Verizon	Radio Circuits for 9-1-1 center	10011304-5335	\$ 7,500.00

Vouchers

Scott, Scriven and Wahoff	Professional Services	10011303-5301	\$ 9,238.68
City Of Delaware	Kroger's Water Sewer	23111709-5365	\$ 200,000.00
Robertson Construction	Paving Porter-Kingston	40211405-5410410002	\$ 5,358.58

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

RESOLUTION NO. 03 -144

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Erin Givens attend a Victim's Offenders Seminar in Allen County on March 17, 2003, at the cost of \$422.80.

Juvenile Court is requesting that Judge Spicer and 5 staff members attend an Inter-court Conference in Coshocton, Ohio on February 27, 2003, at the cost of \$329.34.

The Maintenance Department is requesting that Scott Gaines and Lance Hauersperger attend a Welding Class at the JVS Delaware Center February 3 to 25, 2003, at the cost of \$700.00.

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The Engineer's Office is requesting that Jerry Ungashick and Bob Sears attend a 2003 Ohio Asphalt Paving Conference in Columbus, Ohio February 5, 2003, at the cost of \$104.00.

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

RESOLUTION NO. 03-145

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

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

Rose Powers Licensed Independent Social Worker \$700.00

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

RESOLUTION NO. 03-146

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR GLEN OAK SECTION 2:

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

Glen Oak Section 2

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 3rd day of February 2003, between **DOMINION HOMES** as evidenced by the **GLEN OAK 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 11/27/02, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

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

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

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

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **SIXTY-SIX THOUSAND SEVEN HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent 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.

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 03-147

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMEND SPEED LIMITS FOR SCIOTO RESERVE SECTION 4, PHASE 7:

It was moved by Mr. Jordan, seconded by Mrs. Martin to release bonds and letters of credit and accept roads within the following:

Scioto Reserve Section 4, Phase 7

The roadways to be accepted are as follows:

- An addition of 0.17 mile to **Township Road Number 1210, Scioto Chase Boulevard**
- An addition of 0.30 mile to **Township Road Number 1226, Scioto Parkway**
- **Golden Way**, to be known as **Township Road Number 1329**
- **Kellogg Drive**, to be known as **Township Road Number 1330**

The Engineer recommends that 25 mile per hour speed limits be established throughout the project.

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

RESOLUTION NO. 03-148

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR SCIOTO RESERVE SECTION 4, PHASE 7:

It was moved by Mrs. Martin, seconded by Mr. Jordan to establish stop conditions for the following:

Stop Conditions – Scioto Reserve Section 4, Phase 7

- On Township Road Number 1226, Scioto Parkway, at its eastbound intersection with Township Road

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Number 1210, Scioto Chase Boulevard

- On Township Road Number 1226, Scioto Parkway, at its westbound intersection with Township Road Number 1210, Scioto Chase Boulevard
- On Township Road Number 1226, Scioto Parkway, at its eastbound intersection with Township Road Number 1330, Kellogg Drive
- On Township Road Number 1226, Scioto Parkway, at its westbound intersection with Township Road Number 1330, Kellogg Drive
- On Township Road Number 1329, Golden Way, at its intersection with Township Road Number 1226, Scioto Parkway
- On Township Road Number 1330, Kellogg Drive, at its eastbound intersection with Township Road Number 1226, Scioto Parkway
- On Township Road Number 1330, Kellogg Drive, at its westbound intersection with Township Road Number 1226, Scioto Parkway

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

RESOLUTION NO. 03-149

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR VILLAGE AT ALUM CREEK SECTION 6 AND HARBOR POINTE SECTION 3, PHASE A:

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

Village at Alum Creek Section 6

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer's recent field review, he has determined that minor remedial work will be required during the 2003 construction season.

In accordance with the Subdivider's Agreement, he recommends that the maintenance bond be set at **\$81,000** for the duration of the one year maintenance period. A Bond in that amount is attached. The Engineer also request approval to return the Bond being held as construction surety to the developer, M/I Schottenstein Homes. A letter to the financial institution giving authority to cancel the construction surety is available for your approval.

Harbor Pointe Section 3, Phase A

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer's recent field review, he has determined that minor remedial work will be required during the 2003 construction season.

In accordance with the Subdivider's Agreement, he recommends that the maintenance bond be set at **\$50,000** for the duration of the one year maintenance period. A Bond in that amount is attached. The Engineer also request approval to return the Bond being held as construction surety to the developer, M/I Schottenstein Homes. A letter to the financial institution giving authority to cancel the construction surety is available for your approval.

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

RESOLUTION NO. 03 -150

IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF TRIANGLE REALTY FOR CONSTRUCTION OF GOLF VILLAGE SECTION 6, PHASE A:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve taking action against the bond of Triangle Realty:

Golf Village Section 6, Phase A

In September 2001, your Board entered into agreement with Triangle Realty for the above referenced improvements. In July, 2002, a punchlist was sent to the developer's Project Manager, Charles Vince, outlining the outstanding items that needed to be completed to finalize this project. In September 2002, another letter was sent to Mr. Vince advising that there were still items outstanding to complete the project. On January 15, 2003, a certified letter was submitted to Mr. Vince listing the items that were still outstanding that needed to be completed prior to the project's maintenance surety expiration date of February 6, 2003. As of this date, these items have not been addressed. The Engineer is, therefore, requesting approval that, should the work not be completed prior to the bond's expiration, action against the project's maintenance surety can be taken.

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

RESOLUTION NO. 03 -151

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

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

Permit #	Applicant	Location	Type of Work
Blanket	Delco Water	Various Locations	Install buried waterline
U03008	Columbus Southern Power	Worthington Road	Place conduit
U03010	Columbus southern Power	Cheshire Road	Install switch
U03011	Verizon	Gallant Road	Place telephone cable
U03012	Fishel Company	Section Line Road	Place fiber optic cable
U03013	Fishel Company	Section Line Road	Place fiber optic cable
U03014	Columbus Southern Power	Olive Green Road	Remove 2 poles & install new pole

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

RESOLUTION NO. 03-152

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND RDS TRUCKING FOR STOCKPILE HAULING, ASPHALT HAULING AND STONE HAULING FOR THE DELAWARE COUNTY ENGINEER FOR 2003:

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

AGREEMENT

AGREEMENT, made and entered into this 3rd day of February, 2003 by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **RDS TRUCKING**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum as stated in Bidder's **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY** all the necessary labor and equipment required to complete the project known as **STOCKPILE HAULING, ASPHALT HAULING AND STONE HAULING FOR THE DELAWARE COUNTY ENGINEER FOR 2003**, General Specification and Invitation to Bid for same hereto attached, which General Specifications and Invitation to Bid are hereby declared a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said equipment and to do the work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **County Engineer**.

THE SECOND PARTY hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgements or decrees, resulting from any operations of said **SECOND PARTY**, his subcontractors, agents or employees.

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

RESOLUTION NO. 03-153

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DLZ ENGINEERS FOR THE PROJECT KNOW AS CREEK ROAD BRIDGE REPLACEMENT:

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

AGREEMENT

AGREEMENT, made and entered into this 3rd day of February, 2003 by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **DLZ Engineers**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of a lump sum fee amount of **\$143,990.00**, (\$138,189.00 lump sum plus \$5,801.00 in "if authorized" items), based on a Proposal for Engineering Services dated October 25, 2002, and Cost Proposal dated November 25, 2002, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional design services including preparation of construction contract plans and related engineering services as specified in the Proposal submitted by the **SECOND PARTY** for the project know as **Creek Road Bridge Replacement**, Delaware County, Ohio. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the Delaware County Engineer.

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SAID SECOND PARTY further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards applicable to this work, and under the direction of the Delaware County Engineer. Work is to be completed on or before June 13, 2003.

THE SECOND PARTY hereby agrees to hold **Delaware County** free and harmless from any and all claims for loss, damages, injury, liability, costs, expenses, judgments or decrees, resulting from any negligent acts or omissions of the **SECOND PARTY**, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing policies of the insurance.

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

RESOLUTION NO. 03-154

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND R. D. ZANDE & ASSOCIATES, INC., FOR THE PROVISION OF REAL ESTATE ACQUISITION SERVICES TO THE COUNTY:

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

**DELAWARE COUNTY, OHIO
REAL ESTATE ACQUISITION SERVICES AGREEMENT**

This Agreement entered into this 3rd day of February, 2003, by and between the County of Delaware, Ohio, acting by and through the County Commissioners, hereinafter referred to as the COUNTY, and R. D. Zande & Associates, Inc., hereinafter referred to as CONSULTANT, for the provision of real estate acquisition services to the COUNTY in regard to various projects.

Witnesseth, that for the mutual considerations herein specified, the COUNTY and the CONSULTANT have agreed and do hereby agree as follows:

SECTION 1 - BASIC SERVICES OF CONSULTANT

The duties of the CONSULTANT shall encompass the following tasks.

- A. Appraisal Services, appraisers shall be selected from the ODOT prequalified list for parcels over \$5,000 in value;
- B. Low Value Analysis, for parcels under \$5,000 in value;
- C. Negotiation Services;
- D. Title Work and Closings;
- E. Right-of-Way Acquisition Procedures Development

SECTION II - PAYMENT FOR PROFESSIONAL SERVICES

- A. The COUNTY agrees to pay the CONSULTANT as compensation for professional services as listed in Section I, an amount not to exceed \$ 100,000. Costs will vary depending on actual time required to perform the services requested.
- B. The actual cost plus reimbursable expenses, as incurred by the CONSULTANT in the performance of the portion of the work outlined in Section I of this Agreement, shall not exceed the amount stipulated in Section IIIA without an amendment to the Agreement duly authorized by the COUNTY.
- C. Payment for services performed shall be due and payable monthly, based on the actual time and expenses incurred by the CONSULTANT in the performance of the services on the project.

SECTION III - OBLIGATION OF COUNTY

- A. Any provision in this contract to the contrary, the maximum obligation of the COUNTY under this contract is limited to the amount of \$ 100,000. Unless the COUNTY appropriates and authorizes the expenditure of additional funds pursuant to proper modification if this contract, the Consultant's duties and obligations to perform additional services under this contract shall be considered ended December 31, 2003 or when the amount of \$ 100,000, as described previously, has been invoiced and paid to the CONSULTANT (whichever comes first) in accordance with the provisions of this Section. Payment of invoices submitted to the COUNTY by the CONSULTANT shall be made by the COUNTY within thirty (30) days of the date of the invoice. If the maximum obligation of the COUNTY provided herein is changed properly, then the new amount will control the continuation of the duties and obligations of the CONSULTANT to perform additional services.
- B. COUNTY shall provide all criteria and full information as to COUNTY's requirement for the Project; designate a person to act with authority on COUNTY's behalf in respect of all aspects of the CONSULTANT's services; examine and respond promptly to CONSULTANT's submissions; and give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the work.

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SECTION IV - TIME SCHEDULE AND COMPLETION

- A. The CONSULTANT shall provide written detailed cost proposal for each project at the request of the COUNTY prior to services being performed.
- B. After notification from the COUNTY to proceed, the CONSULTANT shall, to the extent possible, schedule activities to meet specific project dates as requested by the COUNTY

SECTION V - NON-DISCRIMINATION

During the performance of this contract, the consultant agrees as follows:

The CONSULTANT will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex or national origin. The consultant will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their age, race, color, religion, sex or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

SECTION VI - CONTRACT TERMINATION OR SUSPENSION

The COUNTY or the CONSULTANT may terminate or suspend this Engineering Agreement by (1) giving written notice not less than ten (10) days prior to the effective date by registered mail of its intention to do so and (2) an opportunity for consultation with the terminating party prior to termination. Payment to the CONSULTANT will be made promptly for the amount of any fees earned to the date of the notice of termination or suspension, less any payments previously made. In the event the Agreement is terminated, the consultant, upon payment, as specified, shall deliver to the COUNTY copies of all reports, field books, drawings, and other documents which have been prepared in the course of the work done under this Agreement in accordance with the conditions described in Section X "A", Reuse of Documents. The CONSULTANT shall make no other claim for additional compensation against the COUNTY by reason of such termination. In the event the consultant's services are suspended by the COUNTY, the CONSULTANT shall bill the COUNTY immediately for all work completed to date, less any previous payments.

SECTION VII - CONTINUING OBLIGATION

The CONSULTANT agrees that if, because of death or any other occurrence, it becomes impossible for any one of the aforementioned officers to render his services hereunder, neither the consultant nor the surviving officers shall be relieved of their obligations to complete performance hereunder; provided, however, in such event the COUNTY may terminate this Agreement if it considers the death or incapacity of such officer to be a loss of such magnitude as would affect the CONSULTANT's ability to satisfactorily complete the performance of this Agreement.

SECTION VIII - WARRANTY

The consultant warrants that he has not employed or retained any company or person, other than a bonafide employee, working solely for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. The CONSULTANT also warrants, that he will comply will all Federal, State and Local laws and ordinances applicable to the work. For breach or violation of the warranty, the COUNTY shall have the right to annul the Engineering Services Agreement without liability.

SECTION IX - INSURANCE AND INDEMNITY

- A. CONSULTANT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry during the performance of this Agreement and keep in full force, Worker's Compensation. A copy of a document evidencing such Worker's Compensation shall be furnished to the COUNTY prior to the commencement of the services.
- B. CONSULTANT shall carry the following minimum amounts of Automobile Liability Insurance and Comprehensive and General Liability Insurance with the COUNTY named as additional insured, each with the following limits:1.Public Liability Insurance in the amount of \$1,000,000.00 for bodily injuries including those resulting in death of any one person and on account of any one accident or occurrence.2.Property Damage in an amount of \$1,000,000.00 from damages on account of any one accident or occurrence.

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- C. CONSULTANT shall carry Valuable Paper's Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by this Agreement, in the event of their loss or destruction, (until such time as the plans and field and design data are delivered to the COUNTY).
- D. CONSULTANT shall carry Professional Liability Insurance in the sum of not less than one million dollars (\$1,000,000) annual aggregate, on a claims-made basis.
- E. Certificates of Insurance indicating coverage and conditions stipulated in paragraphs X (B, C, D) shall be provided by the CONSULTANT prior to the commencement of services.

SECTION X – MISCELLANEOUS

- A. Reuse of Documents.

All documents, including Drawings, Specifications, and Electronic Media prepared or furnished by the CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project. COUNTY shall retain an ownership and property interest therein whether or not the Project is completed. However, such documents are not intended or represented by CONSULTANT to be suitable for reuse by COUNTY or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and COUNTY shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by COUNTY and CONSULTANT.

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

RESOLUTION NO. 03-155

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR NORTH ORANGE SECTION 1, PHASE 2, PART A:

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

North Orange Section 1, Phase 2, Part A 2,995 feet of 15 inch sewer 11 manholes
264 feet of 24 inch sewer

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

RESOLUTION NO. 03-156

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR ABBEY KNOLL SECTION 4, PHASES A & B:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve sanitary sewer plan for Abbey Knoll Section 4, Phases A & B for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 03-157

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR BIG WALNUT ANIMAL CARE CENTER:

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

Big Walnut Animal Care Center

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

THIS AGREEMENT executed on this 3rd day of February 2003, by and between Mark E. Harris, DVM **Subdivider**, as evidenced by the **Big Walnut Animal Care Center** sanitary sewer improvements and the **Board**

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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 (\$32,150.00) 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 \$2,250.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible

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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. Ward Aye Mr. Jordan Aye Mrs. Martin Aye

RESOLUTION NO. 03-158

IN THE MATTER OF APPROPRIATING FUNDS FOR FEMA PLANNING GRANT:

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

WHEREAS, the Delaware County Board of Commissioners approved the acceptance of a supplemental FY02 Weapons of Mass Destruction/Terrorist Planning Grant for the Delaware County Emergency Management Agency (DCEMA), and;

WHEREAS, it is recommended that these funds be utilized to hire staff to support the requirements of the grant;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the appropriation of the \$45,830.00 grant as follows:

Org Key	21511314		
Object Number	5001 – Compensation	-	\$24,960.00
	5004 – Overtime	-	\$ 1,000.00
	5101 – Hospital	-	\$11,040.00
	5102 – Workers Comp	-	\$ 377.00
	5120 – PERS	-	\$ 3,518.00
	5131 – Medicare	-	\$ 247.00
Materials and Supplies-	520	-	\$ 4,688.00
	TOTAL:		\$45,830.00

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

RESOLUTION NO. 03-159

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS, SUPPLEMENTAL APPROPRIATIONS AND TRANSFER OF FUNDS:

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

TRANSFER OF APPROPRIATIONS

10011102-5901	10011103-5208	\$	3,700.00
General Fund/Comm - Contingency	General Fund/Record's Center - Mat & Sup		
26626205-5338	26626205-5131	\$	700.00
Family Drug Court - Srvs & Chrgs	Family Drug Court - Benefits		

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
10011102-5801	General Fund/Comm - Transfers	\$ 49,984.25
40411412-5410	20/20 - Equip	\$ 65,000.00
65411907-5131	Sunbury/Galena - Medicare	\$ 521.49

NEW FUND NUMBER

FUND NUMBER:	FUND NAME:
25822305	Day Reporting Center

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TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
10011102-5801 General Fund/Comm - Transfers	40540413-4601 Ditch Construction/Delaware Run - Transfer-in	\$ 49,984.25
10011102-5801 General Fund/Comm - Transfers	25822305-4601 Day Reporting Center - Transfer-in	\$ 38,332.00
10011102-5801 General Fund/Comm - Transfers	50111117-4601 Debt Retirement - Transfer-in	\$ 1,258,752.50
10011102-5801 General Fund/Comm - Transfers	50111117-4601 Debt Retirement - Transfer-in	\$ 401,247.50
10011102-5801 General Fund/Comm - Transfers	21011113-4601 Economic Development - Transfer-in	\$ 191,360.00
10011110-5801 General Fund/Human Services - Transfers	22511607-4601 Children's Services - Transfer-in	\$ 800,000.00
10011110-5801 General Fund/Human Services - Transfers	22411601-4601 JFS/Income Maint - Transfer-in	\$ 200,000.00
10015102-5801 General Fund/Data Board - Transfers	20315101-4601 Data Center Fund - Transfer-in	\$ 528,365.00
67011914-5801 Sanitary Engineer Capital Fund - Transfers	50111117-4601 Debt Retirement - Transfer-in	\$ 2,496,575.00
67011914-5801 Sanitary Engineer Capital Fund - Transfers	50111117-4601 Debt Retirement - Transfer-in	\$ 4,364,111.26
67011914-5801 Sanitary Engineer Capital Fund - Transfers	50111117-4601 Debt Retirement - Transfer-in	\$ 438,490.62
Vote on Motion	Mr. Jordan Aye Mrs. Martin Aye Mr. Ward Aye	

RESOLUTION NO. 03-160

IN THE MATTER OF APPROVING A MUTUAL RELEASE FOR RO-DAN CONSTRUCTION SERVICES WITH REGARD TO THE ADDITION AND RENOVATION TO THE FORMER CARNEGIE LIBRARY BUILDING:

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

Mutual Release

Ro-Dan Construction Services, for and in consideration of the sum of twenty three thousand eight hundred and ten dollars (\$23,810.00), receipt of such sum is hereby acknowledged, does hereby release, acquit, discharge, and agree to hold harmless Delaware County Commissioners, and the employees, agents, representatives, directors, trustees, successors, and assigns of the aforementioned companies and entities, all collectively referred to hereafter as "Releasees," of and from any all claims, demands, actions, causes of action and suits at law or in equity, of whatsoever kind, nature or description, whenever occurring or accruing, for or because of any matter of thing done, omitted or permitted to be done, and particularly on account of any and all injuries, damages, losses and expenses resulting from the performance, nonperformance, or improper performance of any work of any type or kind on, for, or with regard to the addition and renovation to the former Carnegie Library Building located at 101 N. Sandusky Street, in the City Of Delaware, State of Ohio from and during the Calendar year 1999 to Present.

The undersign acknowledge that the sole consideration for this release is the aforesaid payment to Ro-Dan Construction; that Releasees specifically deny liability and responsibility for any claims asserted by undersigned against Releasees; and that the payment of the foregoing sum shall not be construed as an admission of liability.

The Parties, by their duly authorized representatives, hereby certify that they have read this Release; that they have

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reviewed this Release with their attorney; that they understand the contents of this Release; that this Release is given in good faith; and that it is signed as the undersigned's own free act on the 3rd day of February 2003.

Further Be It Resolved, that the Board Of County Commissioners approve a supplemental appropriation in the amount of \$23,810.00 to account 40411410-5410 and approve a Purchase Order and Voucher to Ro-Dan Construction Services in the amount of \$23,810.00.

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

RESOLUTION NO. 03-161

IN THE MATTER OF APPROVING A SETTLEMENT AGREEMENT WITH FORT DEFIANCE CONSTRUCTION AND SUPPLY AND MUTUAL RELEASEES FOR JONES & HENRY ENGINEERS LTD, GANNETT FLEMING ENGINEERS AND ARCHITECTS AND BURGESS AND NIPLE LTD FOR THE PROJECT KNOWN AS THE ALUM CREEK EFFLUENT LINE:

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

SETTLEMENT AGREEMENT

This Settlement Agreement and Mutual Release of Claims ("Agreement") is entered into on this 3rd day of February, 2003, by and between Fort Defiance Construction & Supply, Inc. ("Fort Defiance"), the Delaware County Board of Commissioners ("Delaware County"), and Gannett Fleming Engineers & Architects, P.C. ("Gannett").

Recitals

A. The Underlying litigation pursuant to which this Agreement arises relates to Fort Defiance's claim that it is entitled to recover monetary damages based upon the unforeseen subsurface conditions (i.e. groundwater in the trench) that it encountered during its effluent line construction work as the prime contractor on a competitively bid public improvement project known as the Africa Road Improvements, Project No. S99-3 (the "Project"). Delaware County was the owner of the Project, Gannett was the construction manager for the Project, and Delaware County retained H.C. Nutting Company, a geotechnical engineering firm, to prepare a geotechnical study relating to the Project.

B. Fort Defiance initiated the underlying litigation by filing a Complaint on December 19, 2001 against Delaware County and Gannett with the Delaware County Court of Common Pleas in a case captioned; Fort Defiance Construction and Supply, Inc. v. Delaware County Board of Commissioners, et al., Case No 01-CVH-12-658 (the "Litigation"). In response to Fort Defiance's complaint, neither Delaware County nor Gannett asserted any counterclaims against Fort Defiance, but Delaware County filed a Third-Party Complaint against H.C. Nutting Company on March 14, 2002. Delaware County's Third-Party Complaint against H.C. Nutting Company was dismissed upon Delaware's County's Motion for Voluntary Dismissal, dated November 1, 2002.

C. Fort Defiance, Delaware County, and Gannett enter into this Agreement to settle the Litigation, and all of their present claims and disputes against one another related to the Project, pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises, covenants, and releases contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Delaware County shall provide payment to Fort Defiance in the amount of \$250,000.00 within 7 business days after this Agreement has been fully executed by all parties. Payment shall be made by issuing a check or certified funds made payable to Fort Defiance Construction & Supply, Inc. Payment shall be delivered to the attention of Roger L. Sabo, Esq., at the law offices of Schottenstein, Zox & Dumm, LPA, 41 South High Street, Suite 2600, Columbus, Ohio 43215.
2. Upon receipt and negation of the settlement funds, Fort Defiance shall dismiss its claims in the Litigation against Delaware County and Gannett, with prejudice, in the form and format of the Notice of Dismissal that is attached hereto as Exhibit 1.
3. Fort Defiance releases and forever discharges Delaware County and Gannett, their agents, representatives, shareholders, officers, directors, employees, successors and assigns, and all other persons, firms or corporations, who are or might be liable, from any and all claims and causes of action related to the Project including, but not limited to, the claims stated and set forth in the Litigation. All heirs assigns, fiduciaries, estates, agents, representatives, shareholders, trustees, directors, officers, partners, joint venturers, employees, predecessors and successors of Fort Defiance are entitled to and bound by the rights and obligations of this settlement agreement and Mutual Release of Claims.
4. Delaware County releases and forever discharges Fort Defiance, its agents, representatives, insurers,

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shareholders, officers, directors, employees, successors, heirs and assigns, and all other persons, firms, or corporations, who are or might be liable, from any and all claims and causes of action related to the Project, including, but not limited to, claims with respect to the Litigation. All heirs, assigns, fiduciaries, estates, agents, representatives, shareholders, trustees, directors, officers, partners, joint venturers, employees, predecessors and successors of Delaware County are entitled to and bound by the rights and obligations of this settlement Agreement and Mutual Release Claims.

5. Gannett releases and forever discharges Fort Defiance, its agents, representatives, insurers, shareholders, officers, directors, employees, successors, heirs and assigns, and all other persons, firms, or corporations, who are or might be liable, from any and all claims and causes of action related to the Project, including, but not limited to, claims with respect to the Litigation. All heirs, assigns, fiduciaries, estates, agents, representatives, shareholders, trustees, directors, officers, partners, joint venturers, employees, predecessors and successors of Gannett are entitled to and bound by the rights and obligations of this settlement Agreement and Mutual Release Claims.

6. The Parties expressly reserve their rights to enforce a breach of this Agreement.

7. This Agreement, the releases contained, and the payment of monetary consideration set forth, affect the settlement of all claims in the Litigation, which are denied and contested, and neither anything contained in this Agreement, nor the payment of any sum provided for, shall be construed as an admission of any liability by any party to this Agreement.

8. Each of the parties to the Agreement have been fully advised by their legal counsel with respect to the terms of this Settlement Agreement and Mutual Release of Claims. Furthermore, each of the parties have been fully advised by their legal counsel with respect to the settlement and dismissal of the Litigation, and the payment and acceptance of the consideration set forth, as a full, complete final and binding compromise of all matters contained in the Litigation.

9. The Terms of this Agreement are confidential and shall not be disclosed except upon order of a court of competent jurisdiction, provided that the parties may disclose the terms of this Agreement to their legal counsel and tax preparation professionals.

10. All Parties to this Agreement warrant and represent that the person signing on their behalf has the requisite authority to sign this Agreement.

11. This Agreement shall not be Modified, altered or amended unless such subsequent agreement is in writing and signed by all parties. This Agreement may be executed in counterpart and facsimile signatures shall be deemed originals for all purposes.

12. This Settlement Agreement and Mutual Release of Claims contains the entire agreement between the parties, and there are no collateral agreements between the Parties, Any and all prior promises and negotiations are merged herein.

13. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State Of Ohio.

IN WITNESS WHEREOF, Fort Defiance, Delaware County, and Gannett have duly executed this Settlement Agreement and Mutual Release of Claims on the date first mentioned above.

Further Be It Resolved, that the Board Of County Commissioners approve a supplemental appropriation in the amount of \$250,000.00 to account 67111915-5410 and approve a Purchase Order and Voucher to Fort Defiance Construction in the amount of \$250,000.00.

Mutual Release

The undersigned, Delaware County Board of Commissioners, for and in consideration of the sum of sixteen thousand six hundred sixty-six dollars and sixty-six cents (\$16,666.66), receipt of such sum is hereby acknowledged, does hereby release, acquit, discharge, and agree to hold harmless JONES & HENERY ENGINEERS, LTD., and the employees, agents, representatives, directors, trustees, successors, and assigns of the aforementioned companies and entities, all collectively referred to hereafter as "Releasees," of and from any all claims, demands, actions, causes of action and suits at law or in equity, of whatsoever kind, nature or description, whenever occurring or accruing, for or because of any matter of thing done, omitted or permitted to be done, and particularly on account of any and all injuries, damages, losses and expenses resulting from the performance, nonperformance, or improper performance of any work of any type or kind on, for, or with regard to the construction of Contract Number S99-3 known as the Alum Creek Effluent Line, in the County Of Delaware, State of Ohio from and during the Calendar year 1998 to Present.

The undersigned further does also hereby specifically release, acquit, discharge, and agree to hold harmless Releasees of and from any and all claims asserted in the Delaware County Court of Common Pleas Case No. 01 CVH 12 658.

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The undersign acknowledge that the sole consideration for this release is the aforesaid payment to the undersigned; that Releasees specifically deny liability and responsibility for any claims asserted by undersigned against Releasees; and that the payment of the foregoing sum shall not be construed as an admission of liability.

The undersigned, by their duly authorized representatives, hereby certify that they have read this Release; that they have reviewed this Release with their attorney; that they understand the contents of this Release; that this Release is given in good faith; and that it is signed as the undersigned's own free act on the 3rd day of February 2003.

Mutual Release

The undersigned, Delaware County Board of Commissioners, for and in consideration of the sum of sixteen thousand six hundred sixty-six dollars and sixty-six cents (\$16,666.66), receipt of such sum is hereby acknowledged, does hereby release, acquit, discharge, and agree to hold harmless GANNETT FLEMMING ENGINEERS AND ARCHITECTS, P.C., and the employees, agents, representatives, directors, trustees, successors, and assigns of the aforementioned companies and entities, all collectively referred to hereafter as "Releasees," of and from any all claims, demands, actions, causes of action and suits at law or in equity, of whatsoever kind, nature or description, whenever occurring or accruing, for or because of any matter of thing done, omitted or permitted to be done, and particularly on account of any and all injuries, damages, losses and expenses resulting from the performance, nonperformance, or improper performance of any work of any type or kind on, for, or with regard to the construction of the Africa Road portion of the Alum Creek Effluent Line Contract Number S99-3, in the County Of Delaware, State of Ohio from and during the Calendar year 1998 to present.

The undersigned further does also hereby specifically release, acquit, discharge, and agree to hold harmless Releasees of and from any and all claims asserted in the Delaware County Court of Common Pleas Case No. 01 CVH 12 658.

The undersign acknowledge that the sole consideration for this release is the aforesaid payment to the undersigned; that Releasees specifically deny liability and responsibility for any claims asserted by undersigned against Releasees; and that the payment of the foregoing sum shall not be construed as an admission of liability.

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Mutual Release

The undersigned, Delaware County Board of Commissioners, for and in consideration of the sum of sixteen thousand six hundred sixty-six dollars and sixty-six cents (\$16,666.66), receipt of such sum is hereby acknowledged, does hereby release, acquit, discharge, and agree to hold harmless BURGESS & NIPLE, LTD ENGINEERS AND ARCHITECTS, and the employees, agents, representatives, directors, trustees, successors, and assigns of the aforementioned companies and entities, all collectively referred to hereafter as "Releasees," of and from any all claims, demands, actions, causes of action and suits at law or in equity, of whatsoever kind, nature or description, whenever occurring or accruing, for or because of any matter of thing done, omitted or permitted to be done, and particularly on account of any and all injuries, damages, losses and expenses resulting from the performance, nonperformance, or improper performance of any work of any type or kind on, for, or with regard to the construction of Contract Number S99-3 known as the Alum Creek Effluent Line, in the County Of Delaware, State of Ohio from and during the Calendar year 1998 to Present.

The undersigned further does also hereby specifically release, acquit, discharge, and agree to hold harmless Releasees of and from any and all claims asserted in the Delaware County Court of Common Pleas Case No. 01 CVH 12 658.

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The undersigned, by their duly authorized representatives, hereby certify that they have read this Release; that they have reviewed this Release with their attorney; that they understand the contents of this Release; that this Release is given in good faith; and that it is signed as the undersigned's own free act on the 3rd day of February 2003.

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

There being no further business the meeting adjourned.

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Kris Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners