

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2003

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

Present: Kristopher W. Jordan, Deborah B. Martin (Absent), James D. Ward

10:15 AM New Bid Opening Date And Time For The Blue Church Road Over Little Walnut Creek Bridge Replacement (50 Channing Street)

PUBLIC COMMENT

RESOLUTION NO. 03-632

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 15, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held May 15, 2003 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 03-633

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0516A AND CMAPR0516B:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0516A and CMAPR0516B and Purchase Orders and Vouchers as listed below:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Bonded Chemicals	Chemicals for ACWRF	65211919-5290	\$ 6,000.00
Increases			
Family Connections	Residential Treatment	22511607-5342	\$ 10,000.00
Delaware JVS	Tuition	22411603-5350	\$ 15,000.00
Step By Step	Cluster	22511608-5348	\$ 15,000.00
Vouchers			
Syntaxis	Residential Treatment	22511607-5342	\$ 6,380.00
AEP	Electric Service/ACWRF	65211919-533833802	\$ 35,788.14
Ameritas Insurance Corporation	May 2003 Statement	75010903-530130102	\$ 9,227.70
Children's World	Child Care	22411606-5348	\$ 13,510.00
Presbyterian Child Welfare	Residential Treatment	22511607-5342	\$ 18,720.00
Boys Village Inc.	Residential Treatment	22511607-5342	\$ 6,120.00
Upper Valley Med.	Cluster- 55910483	22511608-5342	\$ 7,710.00
Upper Valley Med.	Cluster- 55318273	22511608-5342	\$ 7,348.00

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

RESOLUTION NO. 03-634

IN THE MATTER OF RESCINDING RESOLUTION NO. 03-602 (GRANTING THE ANNEXATION PETITION OF 1.113 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL) AND GRANTING THE ANNEXATION PETITION OF 1.113 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF DELAWARE:

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

Whereas on April 8, 2003, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Smith and Hale, agent for the petitioners, of 1.113 Acres, more or less, in Liberty Township to the City of Delaware.

Whereas, ORC Section 709.23-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

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Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Liberty.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 1.113 Acres, more or less, in Liberty Township to the City of Delaware.

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

RESOLUTION NO. 03-635

IN THE MATTER OF ADOPTING A RESOLUTION HONORING DOROTHY HALL UPON HER INDUCTION INTO THE CENTRAL OHIO SENIOR CITIZENS HALL OF FAME:

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

WHEREAS, Dorothy Hall is being honored for her legacy of outstanding leadership and commitment to the community;

WHEREAS, Dorothy Hall is being recognized as the volunteer recruiter extraordinaire;

WHEREAS, Dorothy Hall has a long history of working within the senior organizations in Delaware County to recruit other older adults as volunteers for worthy organizations;

WHEREAS, Dorothy Hall is one of Delaware County’s special treasures. Her sincerity, dedication and high energy serve her well as a role model for other older adults. She contributes to the community by giving her time to many worthwhile projects and enticing other older adults to volunteer;

WHEREAS, Dorothy Hall’s volunteer recruits made major service contributions to the Senior Nutrition Program, the American Red Cross, Heritage House Adult Day Care Center, 2002 Secret Santa Holiday Project, Caregiver Recognition Day, Epilepsy Foundation of Central Ohio Golf Outing, American Diabetes Association’s Health Fair and the Salvation Army Christmas Bell Ringers;

WHEREAS, Delaware County is greatly enriched by the contributions made to the community by Dorothy Hall;

THEREFORE BE IT RESOLVED, the Board of Commissioners of Delaware County wishes to express its sincere appreciation for the contributions made by Dorothy Hall and honor her on her induction into the Ohio Senior Citizens Hall of Fame.

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.

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

RESOLUTION NO. 03 -636

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Susan Hummel attend an Ohio Judicial Conference in Akron, Ohio May 30, 2003, at the cost of \$65.00.

The Facilities Department is requesting that Jack Prim attend a Workshop on writing skills in Columbus, Ohio June 6, 2003, at the cost of \$195.00.

Juvenile Court is requesting that Eddie Parker and Erin Givens attend a Minorities in Dispute Resolution Conference in Columbus, Ohio May 19 to 21, 2003, at the cost of \$521.00.

Juvenile Court is requesting that Kenneth J. Spicer attend a 2003 Judges’ Annual Conference in Warren, Ohio June 9 to 12, 2003, at the cost of \$599.00.

The Commissioner’s Office is requesting an addition of \$212.40 to Deborah Martin’s NACO travel request.

The Administrative Services Department is requesting that Terry Conant attend the CCAO Summer Conference in Dayton, Ohio June 1 to 3, 2003, at the cost of \$225.00.

The Engineer’s Office is requesting that Chris Bauserman and Tiffany Brinkmoeller attend the CCAO/CEAO Summer Conference in Dayton, Ohio June 1 to June 3, 2003, at the cost of \$1,208.50.

The Department of Job and Family Services is requesting that Candy Cesa and Tammy Clawson attend a CRISE

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CM 204 Training (software) in Columbus, Ohio June 10 to 11, 2003, at no cost.

The Environmental Services Department is requesting that Barry Bryant, Jack Smelker, Rick Varner and Paul Sandstom attend a Sludge Disposal Plant Visit in Seneca, North Carolina June 3, 2003, at the cost of \$2,740.00. (This travel will be in place of the previously approve travel to Alabama).

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

RESOLUTION NO. 03-637

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

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

Joseph Farmer 2 Classes \$1,000.00

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

RESOLUTION NO. 03-638

IN THE MATTER OF APPROVING PLAT FOR THE RE-SUBDIVISION OF LOT 1759 CAMPUS AT HIDDEN RAVINES:

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

Re-Subdivision Of Lot 1759 Campus At Hidden Ravines

Situated In The State Of Ohio, County Of Delaware, Township Of Orange And In Farm Lot 17, Section 3, Township 3, Range 18, United States Military Lands, Containing 3.819 Acres Of Land, More Or Less, Said 3.819 Acres Being All Of Lot 1759 As The Same Is Numbered And Delineated Upon The Subdivision Plat Entitled "The Campus At Hidden Ravines" And Shown Of Record In Plat Book 24, Page 153, Said Lot 1759 Being Comprised Of All That 1.700 Acres Tract Conveyed To 3S/Hidden Ravines, LLC By Deed Of Record In Deed Book 634, Page 267 And All Of That 2.084 Acres Tract Conveyed To SBR Enterprises LLC By Deed Of Record In Deed Book 341, Pate 707, Being Records Of The Recorder's Office, Delaware County, Ohio. No Cost.

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

RESOLUTION NO. 03-639

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR NORTH ORANGE SECTION 1, PHASE 1; NORTH ORANGE SECTION 2, PHASE 1 AND NORTH ORANGE SECTION 3, PHASE 1:

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

North Orange Section 1, Phase 1

The roadways to be accepted are as follows:

- **Gooding Boulevard**, to be known as **Township Road Number 1347**
- **Pacer Drive**, to be known as **Township Road Number 1348**
- **Abbot-Downing Boulevard**, to be known as **Township Road Number 1349**
- **Halfway Avenue**, to be known as **Township Road Number 1350**

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

North Orange Section 2, Phase 1

The roadway to be accepted is as follows:

- An addition of 0.5 mile to **Township Road Number 1351, Overland Trail**

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

North Orange Section 3, Phase 1

The roadways to be accepted are as follows:

- An addition of 0.04 mile to **Township Road Number 1349, Abbot-Downing Boulevard**

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- **Overland Trail**, to be known as **Township Road Number 1351**
- **Quarter Way**, to be known as **Township Road Number 1352**
- **Fargo Lane**, to be known as **Township Road Number 1353**

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

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

RESOLUTION NO. 03-640

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR NORTH ORANGE SECTION 1, PHASE 1 AND NORTH ORANGE SECTION 3, PHASE 1:

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

Stop Conditions – North Orange Section 1, Phase 1

- On Township Road Number 1347, Gooding Boulevard, at its intersection with U.S. Route 23
- On Township Road Number 1348, Pacer Drive, at its intersection with Township Road Number 1347, Gooding Boulevard
- On Township Road Number 1349, Abbot-Downing Boulevard, at its intersection with Township Road Number 1347, Gooding Boulevard
- On Township Road Number 1350, Halfway Avenue, at its intersection with U.S. Route 23
- On Township Road Number 1350, Halfway Avenue, at its intersection with Township Road Number 1347, Gooding Boulevard

Stop Conditions – North Orange Section 3, Phase 1

- On Township Road Number 1351, Overland Trail, at its intersection with Township Road Number 1352, Quarter Way
- On northbound Township Road Number 1351, Overland Trail, at its intersection with Township Road Number 1349, Abbot-Downing Boulevard
- On southbound Township Road Number 1351, Overland Trail, at its intersection with Township Road Number 1349, Abbot-Downing Boulevard
- On Township Road Number 1352, Quarter Way, at its intersection with Township Road Number 1353, Fargo Lane
- On Township Road Number 1353, Fargo Lane, at its intersection with Township Road Number 1352, Quarter Way

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

RESOLUTION NO. 03 -641

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

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

Permit #	Applicant	Location	Type of Work
U03067	Consolidated Electric	Brindle Road	Set pole
U03069	Suburban Natural Gas	McCammon Chase	Lay gas main

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

RESOLUTION NO. 03-642

IN THE MATTER OF GRANTING AN ADDITIONAL EXTENSION TO THE DATE OF COMPLETION TO OURS EXCAVATING FOR THE DELAWARE RUN DITCH IMPROVEMENT PROJECT:

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

Delaware Run Ditch Improvement

In April, 2003, your Board approved an extension of time to Ours Excavating, the contractor for the above referenced project, until May 16, 2003 for the completion of the work. Due to nine days of inclement weather since that extension, Ours is requesting a further extension until May 30, 2003. The Engineer feels this request is valid and warranted, he request that you approve the extension of this contract until the May 30, 2003 date.

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Note: Resolution No. 03-516 Established That Any Claims, For Farming Delay Damages, Filed By Adjacent Property Owners Of The Delaware Run Ditch Improvement Project Be Charged To Ours Excavating.

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

RESOLUTION NO. 03-643

IN THE MATTER OF APPROVING THE ESTIMATE FOR THE ROBERTS ROAD RELOCATION PROJECT:

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

**Roberts Road Relocation Project
Delaware Township Road 204
Radnor Township**

Construction Estimate	\$ 687,955.55
10% Construction Contingencies	<u>\$ 68,795.56</u>
Total Construction Contract Estimate	\$ 757,000.00
Right-Of-Way Acquisition	\$ 30,000.00
County Engineer Force-Account	<u>\$ 25,000.00</u>
Total Project Estimate	\$ 812,000.00

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

RESOLUTION NO. 03-644

IN THE MATTER OF APPROVING THE PLAN, BID SPECS AND SETTING BID OPENING DATE AND TIME FOR THE PROJECT KNOWN AS SAWMILL PARKWAY/BIG BEAR INTERSECTION SIGNAL PROJECT:

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

INVITATION TO BID

Sealed proposals will be received at the **Delaware County Engineer's Office, 50 Channing Street Delaware, Ohio 43015 until 10:00 a.m. local time on June 9, 2003** for furnishing all labor, materials and equipment necessary to complete the project known as **Sawmill Parkway/Big Bear Intersection Signal Project** and at said time and place, publicly opened and read aloud. Contract documents, bid sheets, plans, and specifications can be **picked up** at the **Delaware County Engineer's Office, 50 Channing St. Delaware, Ohio 43015**. Bidder must make arrangements to obtain bid packet; they will not be mailed.

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with Section 154.54 of the Ohio Revised Code. Bid Security furnished in Bond form shall be issued by a Surety Company or corporation licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owners intend and require that this project be completed no later than July 31, 2003.

Bidders must comply with the Prevailing Wage Rates on Public Improvements in Delaware County as determined by the Ohio Bureau of Employment Services, Wage and Hour Division.

The Delaware County Engineer's Office reserves the right to waive irregularities and to reject any or all bids.

SCOPE OF WORK

This project consists of the installation of a complete signal system in Delaware County. The project is located at the intersection of Sawmill Parkway and Big Bear Ave. This signal will be a four phase, thirteen loop system, four mast arm style signal supports. The owner of the project is the Delaware County Commissioners. The project will be administered by the Delaware County Engineer's Office.

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

RESOLUTION NO. 03 -645

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN VISTA LAND COMPANY LLC,

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ZIPPITY LLC AND DIRT LLC WHO ARE JOINTLY "THE CLAIMANTS" AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO AND THE DELAWARE COUNTY ENGINEER FOR THE RELEASE AND SETTLEMENT OF CLAIMS:

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

Agreement for the Release and Settlement of Claims

This Agreement for the Release and Settlement of Claims is made and entered into as of the Effective Date as herein defined ("Effective Date") by and between Vista Land Company LLC ("Vista" herein), Zippity LLC ("Zippity" herein) and Dirt LLC ("Dirt" herein) who are jointly "the Claimants" herein, and Delaware County, Ohio, the Board of Commissioners of Delaware County, Ohio and the Delaware County Engineer (jointly "Delaware County" herein), the parties fully and completely settle all of their respective rights, duties, and claims for damages or other relief arising out of or in any manner resulting from related their disputes involving Zippity LLC v. Delaware County Engineer, Case Number 01CV-F-12-685 (Delaware County Common Pleas Court), Vista Land Company LLC v. Delaware County Regional Planning Commission, Case Number 01- CV-F-12684 (Delaware County Common Pleas Court) and all other claims related to issues pertaining to the original tract of real estate conveyed to Vista by deed dated September 25, 2001 and of record in OR 130, Page 1923, Recorder's Office, Delaware County, Ohio (collectively "the dispute" herein) as follows:

Recitals:

WHEREAS, Vista by deed dated September 25, 2001 and of record in OR 130, Page 1923, Recorder's Office, Delaware County, Ohio acquired tracts containing approximately 38.521 acres, more or less ("the original tract" herein);

WHEREAS, for all purposes of this agreement, Vista, Zippity, and Dirt are affiliated companies, and Zippity and Dirt are or have been successors in title to a portion of the original tract;

WHEREAS, the Claimants purchased the original tract with the intention of developing it into lots in an expeditious manner;

WHEREAS, Delaware County, including, but not limited to, various officers and agencies of Delaware County have asserted rights in into a portion of the Claimants' lands for public use;

WHEREAS, the Claimants have asserted any claim the right to assert various claims against Delaware County out of the dispute;

WHEREAS, no party, by and entering into this agreement, in any way admits wrongdoing against any other party; and.

WHEREAS, the parties mutually desire to settle all differences between them without further litigation;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained do hereby agree as follows:

(1) In order to settle things like that settle and resolve all outstanding issues between the parties related to the dispute, Delaware County has agreed to acquire a portion of the Claimants' lands for settlement price of \$235,000.00 to be allocated as provided in this paragraph 1 and in exchange therefore the Claimants shall convey certain parcels of real estate to Delaware County as provided herein:

(a) At the Closing of this transaction, Delaware County shall pay the sum of \$85,000.00 to Dirt and Vista shall convey a certain 6.896 acre parcel of land described as Premises A ("Premises A" herein) to the Board of County Commissioners of Delaware County, Ohio; Parcel A is more particularly bounded and described as follows:

Situated in the Township of Liberty, County of Delaware, State of Ohio, being part of Farm Lots 21, 27 and 28 in Quarter-Township 3, Township 4, Range 19 of the United States Military Lands, and being more particularly described as follows:

Beginning at an Iron pipe found at the northeast corner of said Farm Lot 27;
thence along the west line of said Farm Lot 21, also being the east line of a 40 acre tract now or formerly owned by T. Joseph Evans, as described as Tract One in Deed Book 438, Page 738 North 04° 06' 22" East 720.74 feet to an Iron pipe found, being the southwest corner of a 1.4529 acre tract now or formerly owned by Matthew J. O'Brien, as described in Deed Book 495, Page 77;
thence along the south line of the said 1.4529 acre tract, and along the south line of a 1.48 acre tract now or formerly owned by Wayne E. Rutherford, as described in Deed Book 447, Page 849, and along the south line of a 4.15 acre tract now or formerly owned by Kenneth D. Evans, as described in Deed Book 448, Page 400 South 85° 56' 52" East 289.90 feet to an Iron pipe found, being the northwest corner of a 21.394 acre tract nor or formerly owned by Michael and Michelle McKray, as described in Deed Book 567, Page 247;
thence along the west line of the said 21.394 acre tract South 03° 39' 52" West 2,056.54 feet to a

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railroad spike found, being on the south line of said Farm Lot 28, also being the southwest corner of the said 21.394 acre tract, also being in the centerline of Township Road 139 (Clark Shaw Road)(passing an iron pipe found 0.17 feet west of line at 2,026.78 feet);
 thence along the said south line of Farm Lot 28, also being the said centerline of Township Road 139 North 86° 30' 41" West 60.00 feet to Mag Nail set;
 thence North 03° 39' 52" East 1,302.51 feet to an iron bar set (passing an iron bar set at 30.00 feet);
 thence North 86° 26' 19" West 265.45 feet to an iron bar set;
 thence North 03° 29' 19" East 35.90 feet to an iron bar set, being on the said north line of Farm Lot 27, also being on the south line of the said 40 acre tract;
 thence along the said north line of Farm Lot 27, also being the said south line of the 40 acre tract South 86° 26' 19" East 30.07 feet to the POINT OF BEGINNING;
 containing 6.896 acres, being part of an original 14.662 acre tract;
 there being approximately 4.834 acres in said Farm Lot 21, and there being approximately 0.025 acres in said Farm Lot 27, and there being approximately 2.037 acres in said Farm Lot 28;
 subject to all easements, restrictions and rights-of-way, if any, of record.

; and

(2) At the Closing of this transaction, Delaware County shall pay the sum of \$85,000.00 to Vista and Vista shall convey a certain 4.998 acre parcel of land described as Premises B ("Premises B" herein) to the Board of County Commissioners of Delaware County, Ohio; Parcel B is more particularly bounded and described as follows:

Situating in the Township of Liberty, County of Delaware, State of Ohio, being part of Farm Lots 27 and 28 in Quarter-Township 3, Township 4, Range 19 of the United States Military Lands and being more particularly described as follows:

Commencing at an iron pipe found at the northeast corner of said Farm Lot 27, also being the northwest corner of said Farm Lot 28, also being a southwest corner of a 6.896 acre tract now or formerly owned by Vista Land Company LLC as described as Tract 5 in Official Records Volume 142, Page 349;

thence along the north line of said Farm Lot 27 North 86° 26' 19" West 30.06 feet to an iron pipe found, being a northeast corner of a 5.007 acre tract now or formerly owned by Vista Land Company LLC as described as Tract 2 in Official Records Volume 142, Page 349;

thence along the east line of the said 5.007 acre tract South 03° 29' 19" West 35.90 feet to an iron pipe found, being the TRUE POINT OF BEGINNING of the following described tract;

thence South 86° 26' 19" East 265.41 feet to an iron pipe found;

thence South 03° 39' 52" West 1,302.51 feet to a railroad spike found, being in the centerline of Township Road 139 (Clark-Shaw Road)(passing an iron pipe found at 1,272.51 feet);

thence along the said centerline of Township Road 139 North 86° 30' 41" West 70.00 feet to a Mag Nail set;

thence North 03° 39' 52" East 651.94 feet to an iron bar set (passing an iron bar set at 30.00 feet);

thence North 86° 30' 41" West 193.41 feet to an iron bar set, being on an east line of a 5.007 acre tract now or formerly owned by Vista Land Company LLC as described in Official Records Volume 142, Page 349;

thence along the said east line of the said 5.007 acre tract North 03° 29' 19" East 650.90 feet to the TRUE POINT OF BEGINNING: containing 4.998 acres, being part of an original 7.766 acre tract as described in Official Records Volume 142, Page 344;

there being approximately 0.433 acres in said Farm Lot 27 and there being approximately 4.565 acres in said Farm Lot 28;

subject to all easements, restrictions and rights-of-way, if any, of record.

; and

(3) At the Closing of this transaction, Delaware County shall pay the sum of \$65,000.00 to Vista and Vista shall convey a certain 1.705 acre parcel of land described as Premises C ("Premises C" herein) to the Board of County Commissioners of Delaware County, Ohio; Parcel C is more particularly bounded and described as follows:

Situating in the Township of Liberty, County of Delaware, State of Ohio, being part Farm Lot 29 in Quarter-Township 3, Township 4, Range 19 of the United States Military Lands, and being more particularly described as follows:

Commencing at an iron pipe found at the northeast corner of said Farm Lot 27;

thence along the north line of said Farm Lot 27, also being the south line of a 40 acre tract now or formerly owned by T. Joseph Evans, as described as Tract One In Deed Book 438, Page 738 North 86° 26' 19" West 350.07 feet to an iron pipe found, being the northeast corner of a 5.201 acre tract now or formerly owned by Michael D. and Kerree T. Susi, as described in Deed Book 537, Page 844;

thence along the east line of the said 5.201 acre tract South 03° 40' 02" West 1,339.15 feet to a railroad spike found, being in the centerline of Township Road 139 (Clark-Shaw Road);

thence along the said centerline of said Township Road 139 South 86° 30' 41" East 488.53 feet to a Mag Nail set, being the TRUE POINT OF BEGINNING of the following described tract;

thence continuing along the said centerline of said Township Road 139 South 86° 30' 41" East 157.05 feet to a Mag Nail set;

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thence South 03° 39' 23" West 475.00 feet to an iron bar set (passing an iron bar set at 30.00 feet);
thence North 86° 30' 41" West 155.66 feet to an iron bar set;
thence North 03° 29' 19" East 475.00 feet to the TRUE POINT OF BEGINNING (passing an iron bar set at 445.00 feet);
containing 1.705 acres, being part of an original 15.124 acre tract as described as Tract C in Official Records Volume 142, Page 355;
subject to all easements, restrictions, and rights-of-way, if any, of record.

2. Each party, in consideration of the covenants, promises and agreements of the other party contained in this Agreement, does hereby on behalf of itself and its respective successors, assigns, agents, servants, members, managers, officers, employees, representatives, and related or subordinate entities fully release and discharge the other party and the other party's respective successors, assigns, agents, servants, members, managers, officers, employees, representatives, and related or subordinate entities stemming from or in any way related to the their differences arising from the dispute.
3. This Agreement is part of the global settlement of the parties' disputed claims and shall not be treated as an admission of liability by any party for any purpose at any time.
4. This Agreement shall be effective when the last of the parties to this Agreement signs it and thereupon it shall be binding upon the parties and their respective successors and assigns. This writing contains the complete agreement of the parties and it shall only be modified by a further writing executed by all parties. Except as provided herein, this Agreement shall be self-executing and shall not further action on the part of the parties.
5. This release is intended to be a full release of all claims arising from the parties' above-described dispute. It shall act as a release of all future claims that may arise from the parties' dispute, whether the claims are currently known, unknown, foreseen, or unforeseen. The parties understand and acknowledge the significance and consequence of the specific intention to release all claims and assume full responsibility for any injuries, damages, losses, or liability that they may incur from their dispute including all claims as to rights against or damages from against any other party and the other party's successors, assigns, agents, servants, members, managers, officers, employees, representatives, and related or subordinate entities arising out of all rights and issues (including collateral issues) which were brought, asserted or raised, or could have been brought, asserted or raised, in any proceeding related to the dispute, whether known or unknown, contingent or non-contingent, liquidated or unliquidated, vested or unvested, in law and in equity, and under all theories and propositions of law.
6. The date of the closing of this transaction for delivery of the Deed, delivery of the sums of money to be paid as provided in paragraph 1, and delivery of any other documents reasonably deemed necessary by any party, counsel for any party or the closing title insurance company to effectuate the terms of this Agreement ("Closing") shall be held at Delaware Title Agency, Inc. within fourteen (14) days from the date of the Effective Date of this Agreement, or at such other date as may be agreed upon in writing by the parties.
7. At closing and upon the receipt of sums specified in paragraph 1, the Claimants shall do the following:
 - (a) Each owner shall convey the marketable title to Premises A, B and C to the Board of County Commissioners of Delaware County by a General Warranty Deed, in fee simple, free and clear and unencumbered except for easements, conditions and restrictions of record as of the date this Agreement is executed;
 - (b) Pay any and all real estate taxes presently due;
 - (c) Pro-rate real estate taxes for the year 2003 based upon the 2002 tax bill;
 - (d) Obtain, at the Claimants' sole expense, an owner's title insurance commitment and policy insuring in the Board of County Commissioners of Delaware County title to Premises A, B, and C in fee simple in the sum of \$235,000.00 save only for easements, conditions and restrictions of record as of the date this Agreement is executed;
 - (e) Pay all typical closing costs; and
 - (f) Release or cause to be released any mortgages on said premises.
8. Time is expressly declared to be of the essence in this Contract, unless the parties otherwise agree in writing.
9. All notices, elections of or other communications authorized, required or permitted hereunder shall be made in writing, and shall be deemed given when personally delivered or when deposited, U.S. certified mail, postage prepaid, return receipt requested and addressed as follows:

To Delaware County: Delaware County Commissioners
101 N. Sandusky Street
Delaware, Ohio 43015

To the Claimants: David C. Shade

**COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2003**

Attorney for The Claimants
41 N. Sandusky Street, Suite 410
P.O. Box 438
Delaware, Ohio 43015-0438

10. Each party to this Agreement warrants to all other parties that it has full capacity, power and authority to enter into and perform this Agreement according to its terms and that the signatory executing this Agreement on behalf of such party is fully authorized to act on behalf of such party.

11. Parties agree that this Agreement shall expressly survive the delivery of the Deed.

12. This Agreement and transfer are in lieu of eminent domain and constitute an involuntary conversion of the lands transferred.

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

RESOLUTION NO. 03 -646

IN THE MATTER OF ACCEPTING AND AWARDING THE BID FOR LAWN CARE SERVICES FOR THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICE STATIONS:

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

WHEREAS, Delaware County received a total of six bids for lawn care services for the Delaware County EMS Stations on May 12, 2003. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Roger's Lawn Care & Services has been determined to be the lowest and best bid.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, accept and award the bid submitted by Roger's Lawn Care & Services for lawn care services for the Delaware County EMS Stations.

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

RESOLUTION NO. 03-647

IN THE MATTER OF APPROVING THE RENEWAL OF THE OHIO DEPARTMENT OF DRUG AND ALCOHOL AND DRUG ADDICTION SERVICES /FAMILY DRUG COURT GRANT FOR JUVENILE COURT:

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

Grant #	99-09018-00-DCRT-T-03-0005
Source:	Ohio Department Of Drug And Alcohol And Drug Addiction Services
Grant Period:	July 1, 2003 to June 30, 2004

Federal Grant Amount:	\$ 74,999.00
No Local Match required:	<u>0.00</u>
Total Grant Amount:	\$ 74,999.00

This is a renewal grant request that will aim to effectively link the court system and community substance abuse treatment services in order to facilitate the reunification of children with their parents. The initiative further seeks to link alcohol and drug treatment and related services to the parents of abused, neglected, and/or dependent children. The program seeks to make services available in a timely manner to parents who have been required by the court to have drug and alcohol assessments of treatment. The goals are for program participants to be alcohol/drug free; demonstrate cooperation and follow-through with treatment plan; work towards reunification; and follow guidelines of the established case plan.

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

RESOLUTION NO. 03-648

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR THE OAKS AT HIGHLAND LAKES PHASE 5 & 6; MAPLE CREEK AND WALNUT WOODS SECTION 2 PHASES A & B:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve sanitary sewer plans for The Oaks At Highland Lakes Phase 5 & 6; Maple Creek and Walnut Woods Section 2 Phases A and B for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 03-649

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE ENVIRONMENTAL SERVICES DEPARTMENT:

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

TRANSFER OF APPROPRIATION

FROM	TO	AMOUNT
65511918-5415	65511918-5319	
Perry Taggart/Sewer Construction	Perry Taggart/Reimbursements	\$ 75,000.00

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

RESOLUTION NO. 03-650

IN THE MATTER OF APPROVING AN EASEMENT PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND RETREAT FOUR:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 19th day of May, 2003, by and between Retreat Four, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Plat. (Available in the Sanitary Engineer's Office).

The purchase price of said Easement is Eleven Thousand Dollars (\$11,000.00), to be paid upon the execution of the Deed of Easement.

This transaction is to be closed at the SELLERS convenience, on or before June 1, 2003 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate. (Available in the Sanitary Engineer's Office).

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

RESOLUTION NO. 03-651

IN THE MATTER OF APPROVING AN EASEMENT PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND WILLIAM L. MICHEL:

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

THIS AGREEMENT made at Delaware, Ohio, this 19th day of May, 2003, by and between William L. Michel, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Plats. (Available in the Sanitary Engineer's Office).

The purchase price of said Easement is Fourteen Thousand One Hundred Dollars (\$14,100.00) (\$14,100.00 = \$13,400.00 for land plus \$700.00 for tree replacement) and one sanitary sewer capacity fee (\$5,900.00) to be paid upon the execution of the Deed of Easement.

This transaction is to be closed at the SELLERS convenience, on or before June 10, 2003 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate. (Available in the Sanitary Engineer's Office).

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

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RESOLUTION NO. 03-652

IN THE MATTER OF APPROVING AN EASEMENT PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DAVID R. COOPER:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 19th day of May, 2003, by and between David R. Cooper, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Plat. (Available in the Sanitary Engineer's Office).

The purchase price of said Easement is Six Thousand One Hundred Dollars (\$6,100.00), to be paid upon the execution of the Deed of Easement.

This transaction is to be closed at the SELLERS convenience, on or before June 1, 2003 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate. (Available in the Sanitary Engineer's Office).

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

RESOLUTION NO. 03-653

IN THE MATTER OF ADOPTING NEW RATES AT THE DELAWARE COUNTY SOLID WASTE TRANSFER FACILITY:

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

WHEREAS, the Board of County Commissioners of Delaware County entered into a Solid Waste Transfer Station Operation Agreement with Sims Brothers, Inc. for the operation of the Delaware County Solid Waste Transfer Station dated May 14, 1995, and

WHEREAS, the rights and responsibilities of said Agreement were transferred to County Disposal (Ohio) on December 23, 1996, and

WHEREAS, an Addendum to said Agreement was entered into by the County and County Disposal on February 17, 1998, providing for the installation of scales at the facility, a change from cubic yard basis of payment to a per ton basis of payment, and the modification of the rates charged for the disposal of solid waste at the facility, and

WHEREAS, said the Board of County Commissioners of Delaware County entered into a Disposal Service Agreement with Envirite Corporation, now doing business as County Disposal (Ohio), Inc. dated May 30, 1995, and

WHEREAS, both Agreements allow for the Contractor to adjust the disposal rates based on the Consumer Price Index (C.P.I.). The C.P.I. shall be based on the previous calendar year, and

WHEREAS, the C. P. I. Has been listed by the Contractor and separately verified as 2.4%,

WHEREAS, the Board of County Commissioners of Delaware County has elected to forego increasing its portion of the subject fee increase,

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby adopt the following new disposal rates at the Delaware County Solid Waste Transfer Station effective June 1, 2003:

	<u>Old Rate</u>	<u>New Rate</u>
Commercial Users:		
Municipal Waste	\$35.95/ton	\$36.75
Construction Debris	\$35.65/ton	\$36.45
Non Commercial Users:	\$14.00/cubic yard	\$14.35
Minimum Charge/ Non Commercial:	\$14.00	\$14.35

Miscellaneous Charges:

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Car & Pickup Tire	\$2.15/tire	\$2.20				
Semi-Truck Tire	\$6.45/tire	\$6.60				
Tractor Tire	\$13.55/tire	\$13.85				
Hot Water Heater	\$0.00	\$0.00				
Large Appliance	\$0.00	\$0.00				
Vote on Motion	Mrs. Martin	Absent	Mr. Jordan	Aye	Mr. Ward	Aye

RESOLUTION NO. 03-654

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND ARCHITECTURE FOR PLAN EXAMINATION SERVICES:

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

AGREEMENT

This AGREEMENT, made and entered into this 19th day of May 2003, by and between Delaware County, Ohio through the Board of County Commissioners, hereinafter called "COUNTY" and Architecture!, with offices at 1335 Dublin Road, Columbus, Ohio, 43215, hereinafter called "ARCHITECT".

WHEREAS, the COUNTY is in need of commercial plan examination and residential plan examination services in the county; and

WHEREAS, the ARCHITECT is qualified as a commercial plan examiner and residential plan examiner; and

WHEREAS, the COUNTY desires to establish an AGREEMENT with the ARCHITECT to provide to the COUNTY plan review services.

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

SECTION I. BASIC SERVICES OF THE ARCHITECT

- A. The ARCHITECT shall provide plan review services on an as needed basis, as authorized by the Chief Building Official.
- B. The ARCHITECT shall review construction documents submitted to Code Compliance for conformance with the Delaware County Building Code and/or the Ohio Building Code, as adopted by the State of Ohio and/or the COUNTY. Upon completion of the review, the ARCHITECT shall provide to the COUNTY an Approval, "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 ARCHITECT agrees to review and return submitted drawings to the COUNTY within seven (7) business days for residential and (12) business days for commercial from the date of receipt by the ARCHITECT.
- C. The ARCHITECT shall maintain, at its own expense, the necessary codes and standards required for the execution of the services of this AGREEMENT. This shall include the text, electronic file or online access to the current version adopted by the COUNTY.
- D. The ARCHITECT shall maintain, at its own expense, professional liability insurance as per requirements of the ORC 153.70. The ARCHITECT shall maintain \$1 million in general liability insurance.
- E. The ARCHITECT shall provide proof of worker's compensation coverage as required by Ohio law.
- F. The ARCHITECT shall furnish own vehicle for transportation.

SECTION II. COUNTY RESPONSIBILITIES

The COUNTY shall be responsible to provide to the ARCHITECT

- A. The COUNTY shall furnish the standard forms necessary for the execution of the services.
- B. The COUNTY shall provide clerical services necessary for the processing of the permits.

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- C. The COUNTY shall provide for the pick up and delivery of construction documents.
- D. The COUNTY shall provide prompt written notice to the ARCHITECT whenever the COUNTY observes or is made aware of the ARCHITECT’S default or non-conformance with this AGREEMENT and afford the ARCHITECT reasonable opportunity to cure such defect or non-conformance. If after reasonable opportunity the ARCHITECT’S performance does not improve, the COUNTY may terminate this CONTRACT at any time providing a thirty (30) day written notice to the ARCHITECT.
- E. The COUNTY shall provide conference and meeting facilities for the ARCHITECT to meet with applicants in regards to the work performed by the ARCHITECT pursuant to this Contract.
- F. The COUNTY shall use its best effort to secure release of other data held by others necessary for the ARCHITECT to perform their obligations under this Contract.

SECTION III. BASIS OF PAYMENT

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

Commercial plan examination - \$60/hr.
Residential plan examination - \$50/hr.
Reimbursable expenses – At cost
Mileage - \$0.32/mile

- B. The ARCHITECT shall provide a written statement indicating the total time spent for each plan examination upon return of the plans, which shall accompany the ARCHITECT’S written Approval, Addendum Letter or Correction Letter.
- C. The ARCHITECT shall invoice the COUNTY monthly for services rendered through the previous month, and the COUNTY agrees to pay within forty-five (45) 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 application number and project name, the dates of service, the types of service provided, the amount of each type of service, the 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 ARCHITECT 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 be valid for two years. This AGREEMENT may be renewed for two-year periods upon mutual agreement of both parties.
- 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 ARCHITECT.
- E. Either party may terminate this CONTRACT at any time by providing thirty (30) days written notice to the other party.
- F. Indemnification-The ARCHITECT 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 ARCHITECT, 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.
- G. Contract annual 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 ARCHITECT is afforded considerable discretion in the application and enforcement of the codes and/or ordinances prescribed. The COUNTY and ARCHITECT, therefore, further agree that the indemnification provided herein by the COUNTY will not be provided if it is alleged and/or determined that the ARCHITECT 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. Jordan Aye Mrs. Martin Absent Mr. Ward Aye

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RESOLUTION NO. 03-655

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND CENTRAL OHIO PLAN SERVICE FOR PLAN EXAMINATION SERVICES:

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

AGREEMENT

This AGREEMENT, made and entered into this 19th day of May 2003, by and between Delaware County, Ohio through the Board of County Commissioners, hereinafter called "COUNTY" and Central Ohio Plan Service, with offices at 382 Loveman Ave., Worthington, Ohio, 43085, hereinafter called "EXAMINER".

WHEREAS, the COUNTY is in need of residential plan examination services in the county; and

WHEREAS, the EXAMINER is qualified as a residential plan examiner; and

WHEREAS, the COUNTY desires to establish an AGREEMENT with the EXAMINER to provide to the COUNTY plan review services.

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

SECTION I. BASIC SERVICES OF THE EXAMINER

- A. The EXAMINER shall provide plan review services on an as needed basis, as authorized by the Chief Building Official.
- B. The EXAMINER shall review construction documents submitted to Code Compliance for conformance with the Delaware County Building Code, as adopted by the COUNTY. Upon completion of the review, the EXAMINER shall provide to the COUNTY an Approval, "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 EXAMINER agrees to review and return submitted drawings to the COUNTY within seven (7) business days from the date of receipt by the EXAMINER.
- C. The EXAMINER shall maintain, at its own expense, the necessary codes and standards required for the execution of the services of this AGREEMENT. This shall include the actual text, electronic file or online access to the current version adopted by the COUNTY.
- D. The EXAMINER shall maintain, at its own expense, professional liability insurance as per requirements of the ORC 153.70. The EXAMINER shall maintain \$1 million in general liability insurance.
- E. The EXAMINER shall provide proof of worker's compensation coverage as required by Ohio law.
- F. The EXAMINER shall furnish own vehicle for transportation.

SECTION II. COUNTY RESPONSIBILITIES

The COUNTY shall be responsible to provide to the EXAMINER

- A. The COUNTY shall furnish the standard forms necessary for the execution of the services.
- B. The COUNTY shall provide clerical services necessary for the processing of the permits.
- C. The COUNTY shall provide for the pick up and delivery of construction documents.
- D. The COUNTY shall provide prompt written notice to the EXAMINER whenever the COUNTY observes or is made aware of the EXAMINER'S default or non-conformance with this AGREEMENT and afford the EXAMINER reasonable opportunity to cure such defect or non-conformance. If after reasonable opportunity the EXAMINER'S performance does not improve, the COUNTY may terminate this CONTRACT at any time providing a thirty (30) day written notice to the EXAMINER.
- E. The COUNTY shall provide conference and meeting facilities for the EXAMINER to meet with applicants in regards to the work performed by the EXAMINER pursuant to this Contract.
- F. The COUNTY shall use its best effort to secure release of other data held by others necessary for the EXAMINER to perform their obligations under this Contract.

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SECTION III. BASIS OF PAYMENT

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

- Residential plan examination - \$45/hr.
- Reimbursable expenses – At cost
- Mileage - \$0.32/mile

B. The EXAMINER shall provide a written statement indicating the total time spent for each plan examination upon return of the plans that shall accompany the EXAMINER’S written Approval, Addendum Letter or Correction Letter.

C. The EXAMINER shall invoice the COUNTY monthly for services rendered through the previous month, and the COUNTY agrees to pay within forty-five (45) 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 application number and project name, the dates of service, the types of service provided, the amount of each type of service, the 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 EXAMINER 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 be valid for two years. This AGREEMENT may be renewed for two-year periods upon mutual agreement of both parties.

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 EXAMINER.

E. Either party may terminate this CONTRACT at any time by providing thirty (30) days written notice to the other party.

F. Indemnification-The EXAMINER 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 EXAMINER, 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.

G. Contract annual amount not to exceed \$25,000.00.

It is expressly agreed that the professional services provided under this CONTRACT are of such a nature that the EXAMINER is afforded considerable discretion in the application and enforcement of the codes and/or ordinances prescribed. The COUNTY and EXAMINER, therefore, further agree that the indemnification provided herein by the COUNTY will not be provided if it is alleged and/or determined that the EXAMINER 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. Ward Aye Mr. Jordan Aye Mrs. Martin Absent

RESOLUTION NO. 03-656

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND R.D. ZANDE & ASSOCIATES INC. FOR PLAN EXAMINATION SERVICES:

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

AGREEMENT

This AGREEMENT, made and entered into this 19th day of May 2003, by and between Delaware County, Ohio through the Board of County Commissioners, hereinafter called “COUNTY” and R.D. Zande & Associates, Inc., with offices at 1237 Dublin Road, Columbus, Ohio, 43215, hereinafter called “ENGINEER”.

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

WHEREAS, the ENGINEER is qualified as a commercial plan examiner, residential plan examiner, building inspector and electrical safety inspector; and

WHEREAS, the COUNTY desires to establish an AGREEMENT with the ENGINEER to provide to the COUNTY 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 plan review services on an as needed basis, as authorized by the Chief Building Official, with the mutual agreement of the ENGINEER.
- B. The ENGINEER shall provide inspection services on an as needed basis, as authorized by the Chief Building Official.
- C. The ENGINEER shall review construction documents submitted to Delaware County Code Compliance for conformance with the Delaware County Building Code and the Ohio Building Code. Upon completion of the review, the ENGINEER shall provide to the COUNTY an Approval, "Addendum Letter" or a "Correction Letter" as applicable to the submitted construction documents, which shall set forth the conditions found not to be in compliance with the applicable code provisions or not clearly defined in the submitted construction documents. The ENGINEER agrees to review and return submitted construction documents to the COUNTY within seven (7) business days for residential and (12) business days for commercial 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. This shall include the text, electronic file or online access to the current version adopted by the COUNTY.
- E. The ENGINEER shall maintain, at its own expense, professional liability insurance as per requirements of the ORC 153.70. The ENGINEER shall maintain \$1 million in general liability insurance.
- F. The ENGINEER shall provide proof of worker's compensation coverage as required by Ohio law.
- G. 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 the standard forms necessary for the execution of the services.
- B. The COUNTY shall provide clerical services necessary for the processing of the permits.
- C. The COUNTY shall provide for the pick up and delivery of construction documents.
- D. The COUNTY shall provide prompt written notice to the ENGINEER whenever the COUNTY observes or is made aware of the ENGINEER'S default or non-conformance with this AGREEMENT and afford the ENGINEER reasonable opportunity to cure such defect or non-conformance. If after reasonable opportunity the ENGINEER'S performance does not improve, the COUNTY may terminate this CONTRACT at any time providing a thirty (30) day written notice to the ENGINEER.
- E. The COUNTY shall 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.
- F. The COUNTY shall use its best effort to secure release of other data held by others necessary for the ENGINEER to perform their obligations under this Contract.

SECTION III. BASIS OF PAYMENT

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

Commercial plan examination - \$66/hr.
Residential plan examination - \$66/hr.
Building inspector - \$45/hr.
Electrical inspector - \$45/hr.

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HVAC inspector - \$45/hr.
Administrative Support - \$42/hr.
Reimbursable expenses – At cost
Mileage - \$0.32/mile
Pick up & Delivery of Plans – 2.5 X payroll cost (this is a shared cost with other clients doing business with Delaware County Offices; this will be a proportionate cost allocated to Code Compliance for each billing period, based on activity on each trip with multiple clients)

- B. The ENGINEER shall provide a written statement indicating the total time spent for each plan examination upon return of the plans that shall accompany the ENGINEER’S written Approval, Addendum Letter or Correction Letter.
- C. The ENGINEER shall provide a written statement indicating the time spent for each inspection. This shall be provided to the COUNTY 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-five (45) 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 application number and project name, the dates of service, the types of service provided, the amount of each type of service, the 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 be valid for two years. This AGREEMENT may be renewed for two-year periods upon mutual agreement of both parties.
- 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 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.
- G. Contract annual amount not to exceed \$25,000.00.

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 alleged and/or 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 Mrs. Martin Absent Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 03-657

IN THE MATTER OF APPROVING THE CONTRACT FOR PLANNING SERVICES BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY AND THE DELAWARE COUNTY REGIONAL PLANNING COMMISSION:

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

**CONTRACT FOR PLANNING SERVICES
Between The
BOARD OF COUNTY COMMISSIONERS**

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**of
DELAWARE COUNTY, OHIO
And
DELAWARE COUNTY REGIONAL PLANNING COMMISSION**

1. INTRODUCTION

This is a contract entered into on or as of May 19, 2003 by and between the Board of County Commissioners of Delaware County, Ohio ("Commissioners") and the Delaware County Regional Planning Commission ("DCRPC") to provide the Commissioners land use planning assistance for use in creating a Delaware County Sanitary Sewer Master Plan. The Commissioners have approved this contract by Resolution Number 03-657-2003 adopted on May 19, 2003.

2. OVERVIEW OF PROJECT

A. The Team. The Commissioners desire to develop a countywide sanitary sewer master plan. In order to be cost effective, the Commissioners have requested DCRPC, the Delaware County Sanitary Engineer's Office, and the Delaware County Engineer's Office to work as a team ("Team") to combine their current planning and technical data for incorporation into a preliminary report for use by the Commissioners in reviewing and planning for future services. The Commissioners, or any subcommittee they designate, will work with the Team in reviewing preliminary sewer strategies and recommendations concerning the selection of an outside consultant. The Commissioners shall select one (1) person from among either its elected members or its employees to be the liaison to the Team, and this liaison will communicate with, relay information to, and take requests from the Team, and authorize work to be performed under this contract.

B. Preliminary Report. It is anticipated that the Team will prepare a Preliminary Report ("Report") containing basic future sewer service area suggestions and other base data factual findings pursuant to the Delaware County Sanitary Sewer Master Plan Outline dated April 13, 2003, which is hereby incorporated by reference and attached hereto as Appendix I. The Team anticipates that the Report will be submitted to the Commissioners by September 15, 2003. This schedule is, however, subject to change to accommodate public and private involvement opportunities; obtaining input, direction and review on topics or work products; changes to Team members' schedules; and the like.

C. Consultant. The Commissioners intend to use the Report as base data and preliminary sewer strategies, which the Commissioners may provide to an outside Consultant ("Consultant") of their choosing. The Consultant would be responsible to prepare the final Sanitary Sewer Master Plan, which would contain recommendations, costs and consequence analysis of sewer provision to new or expanded sewer service areas.

3. SCOPE OF SERVICES

The DCRPC will render the following services under this contract:

A. Meetings. The DCRPC will participate as a Team member and will attend a bi-weekly Team meeting from the inception of the contract to the completion of the Report, and attend a monthly Team meeting with the Consultant during the course of the Sewer Master Plan Consultant contract, or as may otherwise be directed by the Commissioners.

B. Research, Mapping and Planning. -The DCRPC will perform those functions as provided in the following Sections contained in Appendix I:
III. 1 a. & c); III. 2; III. 3 a.) & b.); III. 4 a - o.), r.& s.), u. - cc.); V. 1. a-d.).

C. Compile the Preliminary Report. The DCRPC shall coordinate the efforts of the Team to compile, write, edit, and publish the Preliminary Report. The Director of the DCRPC shall be responsible to coordinate the various elements of the Team as provided in Appendix I, and to prepare and submit the Preliminary Report to the Commissioners. The Report shall be published in Microsoft Word, one (1) CD and twelve (12) hard copies shall be provided to the Commissioners.

D. Consultant Selection. The DCRPC shall assist the Commissioners in consultant selection as provided in Appendix I Section IV, 1. a. -f.), and IV 2. a.-d.)

E. Consultant Coordination. The DCRPC shall coordinate with the Team and the Consultant as needed during the course of the Consultant contract.

DCRPC will, upon reasonable notice and subject to staff availability, if requested, provide the Commissioners with additional services such as attendance at additional meetings as requested by the Commissioners.

4. COMMISSIONERS RESPONSIBILITIES

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The Commissioners will provide a suitable meeting place for conducting any public meetings pursuant to the Ohio Sunshine Law during the process and will be responsible for compliance with any law, rule or regulation concerning meetings held by a public body. Throughout the term of the contract, the Commissioners will be responsible for obtaining and providing timely legal advice through the County Prosecutor’s Office on all issues raised by the Team, its members, or the Report. The Commissioners shall be responsible for engaging the services and cooperation of other Team members in the fulfillment of their tasks and undertakings described in the Outline attached as Appendix I.

5. **PROJECT STAFF**

The Executive Director of the DCRPC will be responsible for internally managing the project with assistance from DCRPC staff. All work will be accomplished in conjunction with Commission input, review and comment. It is anticipated that DCRPC staff involved in the effort will include Philip C. Laurien AICP, Director; and (as needed) other DCRPC staff, who currently are: Stephanie Matlack, Executive Administrative Assistant; Da-Wei Liou, GIS Analyst/Manager; Planner I/GIS Operator Robert Sochor; Planner II Paul Deel, AICP, Planner II Scott Sanders, and Planner I Joseph Clase. The Executive Director of the DCRPC may add, delete or substitute staff at his exclusive prerogative.

6. **FEES FOR SERVICES/METHOD OF PAYMENT**

A. Fees. The Commissioners shall compensate DCRPC for its actual staff time plus expenses at the staff’s then current direct hourly rate plus the then current multiplier. Staff direct hourly rates are currently multiplied by 1.3043 (1.43% Worker’s Comp, 13.55% PERS, 1.45% Medicare, 14% Health Insurance). As of 5/05/03, direct hourly rates without the multiplier for this contract are:

	<u>Direct Rate</u>	<u>with Multiplier</u>
P. Laurien AICP, Dir.	\$38.81	\$50.61
S. Matlack, Ex. Asst.	\$20.72	\$27.02
D. W Liou, GIS Mgr.	\$25.13	\$32.77
R. Sochor, Plnr I/GIS	\$19.73	\$25.73
P. Deel AICP, Plnr II	\$22.79	\$29.72
S. Sanders, Plnr II	\$19.69	\$25.68
J. Clase, Plnr I	\$17.04	\$22.22

DCRPC will notify the Commissioners of any increase in either the staff direct hourly rate or the multiplier prior to invoicing such increase.

B. Credit. The first 50 hours of service by the DCRPC shall be provided without charge to the Commissioners as a dues-paying DCRPC member.

C. Expenses. In addition to its fees for services, DCRPC shall be paid for its reimbursable expenses. Reimbursable expenses include, but shall not be limited to:

- Reproduction costs @ \$.10 per page for black and white written materials; printed color maps at the rates established for DCRPC members.
- Mileage @ \$.34 per mile;
- Presentation boards, reproduction costs, and such other cost and/or expense incurred by DCRPC in connection with the services provided hereunder.

D. Overtime. Work shall normally be scheduled during regular business hours, including night meetings Monday-Thursday. If the Commissioners and DCRPC staff both wish to expedite the work schedule and approve of weekend work, rates for such weekend work will be charged at time and one half the direct rates specified in paragraph 6 A plus the multiplier.

E. Estimated Fee. Total project costs are not expected to exceed an estimated fee of \$25,000. DCRPC will not exceed this estimated fee without prior approval of the Commissioners. If the DCRPC’s actual billable costs are less than \$25,000, the Commissioners will be billed for only those actual billable costs incurred by DCRPC. Both DCRPC and the Commissioners will carefully monitor expenditures and expenses and take all reasonable steps to avoid exceeding \$25,000. In the event \$25,000 in actual billable cost is reached, all work shall be suspended until the Commissioners appropriate further funds for additional work.

F. Invoices. DCRPC shall submit detailed, itemized (hour-by hour and staff person) invoices to the Delaware County Commissioners for services rendered under this contract, including reimbursable expenses,

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on a monthly basis. All invoices shall be paid within thirty (30) days of receipt. If any invoice item is disputed, full payment for the unchallenged portion of the invoice shall be made to DCRPC in a timely fashion, accompanied by a request for written confirmation of the challenged item(s) to the DCRPC.

7. TERMS AND TERMINATION

This contract shall be signed in duplicate by a duly authorized representative of both parties and certified by the appropriate fiscal officer of Delaware County as to the appropriation and availability of funds required to meet the Commissioners obligations under this contract. A fully signed original of the contract shall be provided to each party.

This contract shall commence immediately upon proper fiscal certification and its signing by both parties. Either party may terminate the contract for any reason upon giving a thirty- (30) day written notice of such termination to the other party. In the event of termination by either party, DCRPC shall provide copies of all previously unsubmitted materials that are in its possession to the Commissioners. The Commissioners shall pay DCRPC for all work performed through the effective date of termination, together with reimbursement for expenses, after which both parties shall have no further liability under this contract.

8. MISCELLANEOUS PROVISIONS

A. Neither party may assign, convey, pledge or otherwise encumber its interest in this contract without the prior written consent of the other party;

B. This contract shall be governed by and construed in accordance with the laws of the State of Ohio;

C. This contract shall embody the entire agreement between the parties with respect to the matters referred to therein, and it will not be modified, except by written amendment, signed by both parties;

D. This contract and the terms and provisions thereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties thereto;

E. Any notice or other communication required and permitted in connection with this contract shall be deemed to have been given if delivered by hand or by first class mail, postage prepaid, at the principal place of business of the DCRPC or the Delaware County Commissioners.

F. The captions or headnotes of the various paragraphs in this contract are intended for convenience and for reference purposes only and do not limit the scope or intent of the contract; and

G. Any unlawful or invalid provision of this contract will be interpreted to the extent possible in a valid manner, and will not affect the validity of the remaining provisions.

Appendix I

**Proposal: Delaware County Sanitary Sewer Master Plan
Final Draft: April 13, 2003**

I. Background

The Delaware County Commissioners wish to commission a study of the expansion of future sanitary sewer service and treatment plant(s). It was determined that a combination of in-house and outside consultant effort would result in the most cost-effective project. An initial meeting was held January 6, 2003 between Jack Smelker PE, Delaware County Sanitary Engineer; Barry Bryant PE, Director of Environmental Services; Phil Laurien AICP, Director Delaware County Regional Planning Commission; and County Engineer Chris Bauserman PE. The purpose of the meeting was to define the scope of the work program and outline each party's responsibility. This group of agency directors is considered the master planning team (Team). The County Commissioners will retain the outside consultant (Consultant) after initial studies by the Team.

II. Policy

The sewer master plan will analyze the feasibility of sewer service at densities prescribed by locally adopted comprehensive plans, provided such densities are cost effective. If local comprehensive plans do not recommend densities that are cost effective for a local sewer system, the Team will contact the jurisdiction to determine if there would be an interest in modifying their comprehensive plan if they knew sewers could be available. There may be multiple sewage treatment options, and multiple service sub-areas of the county. The intent is to avoid lift stations by designing sewer systems that serve growth sub areas that are within a defined watershed.

III. Institutional Knowledge

The Team has significant knowledge related to the current and future county sewer system. Future development patterns, population projections, transportation plans, and the proposed use and density recommendations of adopted local comprehensive plans are key research elements in the planning of future sewer expansion.

Team tasks, in order of priority:

1. **Collect, evaluate and make available to the consultant:**
 - a.) Local township, village and city comprehensive plans

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- b.) Previous Delaware County sewer plans
 - c.) Delaware County Thoroughfare Plan
 - d.) 208 water quality plans for the City of Delaware, Sunbury, Galena, Ashley, Ostrander, Dublin and Columbus.
2. **Identify “pockets of pollution”.** Coordinate with the Delaware County Board of Health (BOH) to determine neighborhoods that currently experience general failures of on-lot sewage disposal systems.
3. **Identify potential sewer study sub-areas.** The use and density recommendations of locally adopted comprehensive plans should identify the fully built-out population for these sub-areas. The physical boundaries of the sub-areas should (ideally) relate to:
- a.) Drainage watersheds
 - b.) Traffic zones from the 2002 Delaware County Thoroughfare Plan.
4. **Compile the relevant and available Geographic Information System (GIS layers)** for the sewer study sub-areas. Layers to be compiled by DCRPC, Sanitary Engineer (SE) or County engineer (COE):
- a.) Topography (DCRPC, from DALIS)
 - b.) Soils (DCRPC, from DALIS)
 - c.) Soil suitability for land application (SE & DCRPC)
 - d.) 100 year floodplains (DCRPC, from DALIS)
 - e.) NWI wetlands (DCRPC)
 - f.) Existing parcel data (DCRPC, from DALIS)
 - g.) Zoning (composite) (DCRPC)
 - h.) Comprehensive plans and densities (DCRPC)
 - i.) Development pattern in townships (DCRPC)
 - j.) Thoroughfare Plan 2002 (DCRPC, COE)
 - k.) Water lines county-wide (DCRPC, from Del-Co)
 - l.) Sewer lines county-wide (SE & DCRPC)
 - m.) Current sewer service – drainage areas (SE & DCRPC)
 - n.) Current sewer service – force main areas (SE & DCRPC)
 - o.) Sewer contract areas, Dublin and Columbus (SE & DCRPC)
 - p.) Current sewer planning areas (SE)
 - q.) 2020 population projections by traffic zone (COE)
 - r.) Maximum build-out population – jurisdictions (DCRPC)
with current comprehensive plans.
 - s.) Natural drainage areas (watersheds) (DCRPC from ODNR)
 - t.) Current sewer plant locations (SE)
 - 1.) Publicly owned county plants
 - 2.) Privately owned plants
 - u.) Prime agricultural soils (DCRPC)
 - v.) Slopes greater than 20% (DCRPC)
 - w.) Powerlines (major) (DCRPC)
 - x.) Publicly owned lands (parks, schools, etc.) (DCRPC)
 - y.) Hydrology (rivers, streams) (DCRPC or DALIS)
 - z.) Bedrock Type (DCRPC)
 - aa.) Bedrock Topography (DCRPC)
 - bb.) Pump stations (DCRPC and SE)
 - cc.) Pockets of pollution (DCRPC and BOH)

IV. Secure a planning consultant.

1. **The Team should establish a set of qualifications** for, publish a request for Qualifications, and assist the County Commission in interviewing and selecting a consultant. The ideal consultant would be a firm or combined firms with experience in:
- a) 208 water quality rules and regulations, Ohio EPA regulations.
 - b) Sanitary engineering
 - c) Land use planning
 - d) Traffic planning
 - e) Geographic Information Systems
 - f) Consequence analysis of potential recommendations, both as to cost, effect on future development patterns and traffic.
2. **The Team should identify the consultant’s deliverables as follows:**
- a.) Number of printed volumes of the final report
 - b.) Final report in MS Word text on CD. Maps in PDF, & Auto Cad. GIS data in ArcView shape file format
 - c.) Executive summary in HTML format
 - d.) Use of a web site (County web site may be adapted) to display recommendations, solicit comments and update interested parties throughout the planning process.

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V. Preliminary Report

The Team should write a preliminary report, and complete it by September 15, 2003. This report will incorporate all the institutional knowledge for the consultant and make some preliminary factual findings, but not recommendations.

1. It shall be DCRPC's job to:

- a.) Advise where growth is most likely to occur, based upon known future development patterns.
- b.) Advise potential future development density in the study sub-areas based upon the development pattern map, current comprehensive plans, and/or zoning in place.
- c.) Identify pockets of pollution from Board of Health records.
- d.) Suggest future development patterns that are less land consumptive, and allow for more efficient use of sanitary sewer without extensive lot frontage, yet still preserve the rural character so desirable to Delaware county residents. Suggest possible sewer policy that would incentivize use of such alternative development patterns.

2. It shall be the Sanitary Engineer's job to:

- a.) Advise where the most logical extension of sewer service would be to existing trunk lines, up to the plant capacity of the Alum Creek and OEC;
- b.) Advise which sub-areas need to be sewerred to eliminate pockets of pollution.
- c.) Advise which sub areas are the most feasible to be sewerred based upon growth projections, local desire to be sewerred, and development patterns.
- d.) Advise which sub-areas may offer potential collaborations with land owners and developers who might either contribute to the cost of a treatment plant and provide a discharge outlet (i.e. land application or appropriate stream);
- e.) Advise what possible opportunities there may be for shared, collaborative service with another sewer entity (Columbus, Dublin, Delaware City, Ashley, Ostrander, Sunbury);
- f.) Determine what minimum density is required for each sub-area sewer system to be cost effective, based on the selected technologies currently in use by the County.
- g.) Discuss potential long-term water supply issues with Del-Co Water Company.
- h.) Perform basic engineering feasibility calculations for sewerred each of the sub-areas that include:
 - 1.) Estimating costs (i.e. zero discharge type system, constructed wetlands, stream discharge, etc.)
 - 2.) Density of design (# persons/acre)
 - 3.) Ultimate sub-area plant capacity (Note: the phasing, or expandable nature of the facilities shall be determined at a later date as development dictates)

3. It shall be the Consultant's job to:

- a.) Review, discuss and coordinate all the data provided by DCRPC staff and the Sanitary Engineer's office;
- b.) Evaluate fiscal, and engineering feasibility of sewerred each sub- area. Analyze the county's financial resources and debt capacity versus all major infrastructure improvements planned (i.e. roads, bridges, EMS, sewer, ditch/drainage projects, and public buildings).
- c.) Investigate wastewater options such as a gray water system for lawn irrigation to reduce potable water waste.
- d.) Perform a generalized consequence analysis of each of the alternatives. Link the effects of the recommended alternative to the Thoroughfare Plan's proposed transportation system, schools, established and planned development patterns.
- e.) Create a prioritized list of recommendations for sewerred sub areas.

VI. MORPC included as sub-consultant

The Mid Ohio Regional Planning Commission was a consultant to the Delaware county Thoroughfare Plan, specifically performing traffic modeling via population and traffic projections for the year 2020 in traffic zones. These traffic projections were based upon development patterns and population projection, at the density ascribed by the locally adopted comprehensive plan or zoning. It is essential to coordinate the Sewer Master Plan with the Thoroughfare Plan population projections by traffic zone in order to preserve the integrity of the thoroughfare Plan document and recommendations. For that reason it is suggested that MORPC be retained as a member of the Team to perform and or assist with the following tasks:

1. Assist in writing the specification for the request for qualifications and request for proposals from prospective consultants.
2. Assist in structuring, making notice for and running the public involvement process.
3. Compare and verify the population projections and distribution by traffic zone comport with the 2002 Delaware County Thoroughfare Plan. Identify differences that may occur in order to create "critical mass" to feasibly sewer a certain sub area.
4. Assign the Director of MORPC as a volunteer member of a Sewer Master Plan Steering Committee, as otherwise appointed by the County Commissioners at their choosing.

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

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There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners