

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 2, 2004**

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, James D. Ward

- 1:30 PM Viewing To Consider The Replacement Of The Dent Road Bridges In Trenton Township, Delaware County**
- 7:30 PM Public Hearing For Consideration Of A Ditch Petition Filed By Richard Palmer (Trustee) For The Orchard Lakes Phases 1-2-3 Subdivision Ditch**
- 8:00 PM Public Hearing For Consideration Of Request To Vacate The Alley Abutting The Property Located At 15186 Hartford Road Trenton Township, Sunbury, Ohio 43074**
- 8:30 PM Date And Time For Delaware County's FY 2004 CDBG and RLF Programs Public Hearing # 1**

PUBLIC COMMENT

RESOLUTION NO. 04-147

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 29, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held January 29, 2004 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 04-148

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE SHEETS #318 DITCH PETITION FILED BY GLENN T. SHEETS AND OTHERS:

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

WHEREAS, on this 2nd day of February, 2004, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Glenn T. Sheets And Others, petitioners, to:

1. Generally improve the drainage, both surface and subsurface, to a good and sufficient outlet, by replacing, repairing or altering the existing improvements as required and or creating new surface and subsurface drainage mains or laterals as requested by this petition.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer's cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that the **29th day of March, 2004, at 1:30PM** at the upper terminus of the improvement, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That the **7th day of June, 2004, at 7:30 P.M.** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

RESOLUTION NO. 04-149

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0130 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0130:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR0130, memo transfers in batch numbers MTAPR and Purchase Orders and Vouchers as listed below:

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<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
CEBCO	Medical Claims for Feb-Dec 2004	60211902-5370	\$ 5,800,000.00
Delaware JVS	CL ABLE Training	22411601-5348	\$ 42,775.83
Helpline of Del & Morrow	Prof Service Vocational	22411603-5348	\$ 9,000.00
Osborne Consulting	Prof Service Vocational	22411603-5348	\$ 11,000.00
Delaware JVS	CL Train/Job Networking	22411603-5348	\$ 7,000.00
Delaware JVS	CL Train/Workshops	22411603-5348	\$ 10,000.00
Increase			
Buckeye Ranch Inc.	Residential Treatment	22511607-5342	\$ 9,000.00
Vouchers			
BP Products North America	Reg Unleaded Fuel/Service Center	10011106-522822801	\$ 10,231.96
US Filter	Bioxide Chemical	65211919-5290	\$ 7,022.75
Presbyterian Child Welfare	Residential Treatment	22511607-5342	\$ 19,360.00
Presbyterian Child Welfare	Residential Treatment	22511607-5342	\$ 7,440.00
United Methodist Childrens	Residential Treatment	22511607-5342	\$ 6,200.00
Pomegranate Health	Residential Treatment	22511607-5342	\$ 9,238.00
Buckeye Ranch Inc.	Residential Treatment	22511607-5342	\$ 5,206.00
Blue's Auto Service	Repair to 21-8 Struck Deer	60111901-5370	\$ 2,546.09
Blue's Auto Service	Repair to 21-15 Slid on Ice	60111901-5370	\$ 1,232.50
Blue's Auto Service	Repair to 2001 Dodge Truck-Deer	60111901-5370	\$ 5,760.25
GLR	Inspection Services	65211905-5319	\$ 12,499.00

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

RESOLUTION NO. 04-150

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONERS, JAMES M. DIETZ, REQUESTING ANNEXATION OF 171.082 ACRES OF LAND IN SCIOTO TOWNSHIP TO THE VILLAGE OF OSTRANDER:

It was moved by Mr. Jordan, seconded by Mr. Ward to acknowledge that on January 27, 2004, the Clerk to the Board of Commissioners received an annexation petition request to annex 171.082 acres from Scioto Township to the Village of Ostrander.

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

RESOLUTION NO. 04-151

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that 33 Paramedics attend A Pediatric Advance Life Support Provider Refresher Course in Delaware, Ohio February 5 and 11, 2004, at the cost of \$2,171.50.

The EMS Department is requesting that 11 Paramedics attend A Pediatric Advance Life Support Instructors Course in Delaware, Ohio February 5 and 11, 2004, at the cost of \$660.00.

The EMS Department is requesting that John Tracy attend the 70th Annual International Conference Association of Public Safety Communications Officers in Montreal, Canada August 8 to 12, 2004, at the cost of \$2,349.00.

The Department of Job and Family Services is requesting that Chad Richardson attend a Working with Youth With Disabilities Training in Columbus, Ohio March 17 to 18, 2004, at the cost of \$81.00.

The Engineer's Office is requesting that John Russel, Joel Presthus, Bob Sears and Jerry Ungashick attend the 2004 Ohio Asphalt Paving Conference in Columbus, Ohio February 18, 2004, at the cost of \$160.00.

The Environmental Services Department is requesting that Dale Davis, Stacey Hyatt, Rick Varner, Jason Watts, Jan Fawcett, and Paul Sandstrom attend an OP10 (Software) Training in Kenton, Ohio February 24, 2004, at the cost of \$760.00.

The Environmental Services Department is requesting that Jan Fawcett attend a Front Desk Workshop in Columbus, Ohio February 11, 2004, at the cost of \$149.00.

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The Environmental Services Department is requesting that John Darrough attend a Seminar for Certification and Mathematics in Columbus, Ohio April 4, 5, 6, and 8, 2004, at the cost of \$520.00.

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

RESOLUTION NO. 04-152

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:

Stacy Lynn Hyatt 1class \$824.00

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

RESOLUTION NO. 04-153

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR NORTH ORANGE SECTION 1, PHASE 2, PART B AND NORTH ORANGE SECTION 1, PHASE 3:

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

North Orange Section 1, Phase 2, Part B

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 2004 construction season.

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at **\$68,300** for the duration of the one year maintenance period. A Letter of Credit in that amount is available.
North Orange Section 1, Phase 3

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 2004 construction season.

In accordance with the Subdivider's Agreement, the Engineer recommends that the maintenance bond be set at **\$9,100** for the duration of the one year maintenance period. A Letter of Credit in that amount is available.

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

RESOLUTION NO. 04-154

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

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

Permit #	Applicant	Location	Type of Work
U04006	Sprint	Centerburg Road	Replace buried drops & cable
U04007	Consolidated Electric	Fontanelle Road	Set new pole
U04008	Consolidated Electric	Burnt Pond Road	Set new pole
U04009	Verizon	Curve Road	Place telephone cable
U04010	Suburban Natural Gas	River's Edge Section 2	Lay gas line
U04011	Columbia Gas	Africa Road	Install gas line

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

RESOLUTION NO. 04-155

IN THE MATTER OF APPROVING A DRAINAGE AND UTILITY EASEMENT FOR NORTH ORANGE SECTION 3, PHASE 2, PART A:

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

Drainage and Utility Easement-North Orange Section 3, Phase 2, Part A

Planned Communities, Inc., the developer for the above referenced project, has requested a change in the recorded easement for the above referenced project to the easement as depicted in the following document. The reason for this change is that, after the easement had already been recorded, it was discovered that it was

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not big enough to cover the County’s interest. A change order to the plan was approved by this office but the plat has never been changed. With your approval, this new document can be recorded and the easement will be large enough for the maintenance of drainage and utilities in this area.

DRAINAGE AND UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **Planned Communities, Inc.**, a corporation organized and existing under the laws of the State of Ohio, hereinafter called Grantor, for valuable consideration by the **Delaware County Commissioners**, herein after called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell and convey to said Grantee, its successors and assigns, an easement, which is perpetual for the purpose of constructing, installing, maintaining, or removal of drainage and utilities, together with the right of ingress and egress over and across the following lands owned by the Grantor in the State of Ohio, County of Delaware, and Township of Orange, and more particularly as follows, to wit:

See “PLAT OF SURVEY OF A DRAINAGE & UTILITY EASEMENT” prepared by Floyd Browne Associates, Inc., dated January 20, 2004, showing part of Lot 6258 of North Orange Section 3, Phase 2, Part A, as recorded in Plat Cabinet 3, Slides 271-271-A.

The Grantor shall pay any damages which may arise to grass and landscaping, as well as to repair any damages to fences, drainage tiles, driveways, or other structures from the laying, maintaining, operating, repairing, replacing, and final removal of said drainage and utilities, and shall grade, seed, and mulch any ground area disturbed by Grantee.

This easement, together with other provisions of this grant, shall constitute a covenant, running with the land for the benefit of the Grantee, its successors and assigns. The Grantor covenants that it is the owner of the above-described lands, and said lands are free and clear of all encumbrances, except mortgages, leases, easements, and restrictions of record.

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

RESOLUTION NO. 04-156

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR LAKES AT SILVERLEAF AND NORTH ORANGE SECTION 2, PHASE 3, PARTS A & B:

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

Lakes At Silverleaf	2007 feet of 8 inch sewer	10 manholes
North Orange Sec. 2-Ph 3-Parts A&B	2,492 feet of 8inch sewer	16 manholes

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

RESOLUTION NO. 04-157

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR SELDOM SEEN ACRES PHASE 1:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve sanitary sewer plan for Seldom Seen Acres Phase 1 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. 04-158

IN THE MATTER OF APPROVING THE DUES AND THE APPOINTMENT OF THE BOARD’S REPRESENTATIVES TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the dues and the following appointments.

- MORPC-All 3 Commissioners
- MORPC – Policy Advisory Committee – All 3 Commissioners and Dave Cannon

Further Be It Resolved that the Commissioners Approve a Purchase Order request and Voucher to MORPC in the amount of \$35,429.00.

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

RESOLUTION NO. 04-159

7:30 PM - PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY RICHARD PALMER (TRUSTEE) FOR THE ORCHARD LAKES PHASES 1-2-3 SUBDIVISION DITCH:

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

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

RESOLUTION NO. 04-160

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY RICHARD PALMER (TRUSTEE) FOR THE ORCHARD LAKES PHASES 1-2-3 SUBDIVISION DITCH:

It was moved by Mr. Ward, seconded by Mr. Jordan to close the hearing at 7:40PM.

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

RESOLUTION NO. 04-161

IN THE MATTER OF DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE ORCHARD LAKES PHASES 1-2-3 SUBDIVISION DITCH PETITION FILED BY RICHARD PALMER (TRUSTEE):

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

Whereas, on October 22, 2003, a Ditch Petition to the purposed Orchard Lakes Phases 1-2-3 Subdivision Ditch was filed with the Delaware County Commissioners, and

Whereas the Board of Commissioners of Delaware County on February 2, 2004, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the purposed Orchard Lakes Phases 1-2-3 Subdivision Ditch, And

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

Therefore, Be It Resolved, The Delaware County Commissioners directs the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the purposed Orchard Lakes Phases 1-2-3 Subdivision Ditch. Said information to be presented to the Commissioners at the end of this process.

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

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

RESOLUTION NO. 04-162

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 Mr. Ward, seconded by Mr. Jordan to approve the Following Agreement:

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

This Agreement entered into this 2nd day of February, 2004, 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.

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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 of this contract, the Consultant's duties and obligations to perform additional services under this contract shall be considered ended December 31, 2004 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.

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

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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.
- 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,

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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. 04-163

8:00 PM PUBLIC HEARING FOR CONSIDERATION OF REQUEST TO VACATE THE ALLEY ABUTTING THE PROPERTY LOCATED AT 15186 HARTFORD ROAD TRENTON TOWNSHIP, SUNBURY, OHIO:

It was moved by Mr. Jordan, seconded by Mr. Ward to open the Hearing at 8:00PM.

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

RESOLUTION NO. 04-164

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF REQUEST TO VACATE THE ALLEY ABUTTING THE PROPERTY LOCATED AT 15186 HARTFORD ROAD TRENTON TOWNSHIP, SUNBURY, OHIO:

It was moved by Mr. Ward, seconded by Mr. Jordan to close the Hearing at 8:05PM.

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

RESOLUTION NO. 04-165

IN THE MATTER OF GRANTING THE PETITION TO VACATE THE ALLEY ABUTTING THE PROPERTY LOCATED AT 15186 HARTFORD ROAD TRENTON TOWNSHIP, SUNBURY, OHIO:

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

WHEREAS, an application was made by Kelley M. and Mark E. Harbin 15186 Hartford Road Trenton Township, Sunbury, Ohio, to consider the vacation of 15' wide alley abutting their property; and

WHEREAS, The Petition requests that the Board of Commissioners find that such 15 foot alley has been abandoned and not used for a period of twenty-one years and then upon making, of that finding that said alley be vacated and the Board pass in fee to the abutting landowners; and

WHEREAS, The Trenton Township Trustees with resolution Number 9-02 passed a petition to abandon said alley; and

WHEREAS, the request to vacate includes the alley as described below:

Situated In The Township Of Trenton, County Of Delaware And State Of Ohio, Being Part Of Lot 12, Section 1, Township 4, Range 16, United States Military Lands, Know As Being A 15' Wide Alley (Unimproved) Between Lots 41 And 40 (Conveyed To Mark E. And Kelley M. Harbin In O.R. 13, Page 1248, Fourth Tract And First Tract) Of The H.H. Cring's Addition To Condit, Ohio (Lots 37-47) As Recorded In Plat Book 3, Page 15 And Being More Particularly Described As Follows:

COMMENCING At A Mag Nail Set At The Intersection Of South Right-Of-Way Of Main Street (40') (Hartford Road, Co. Road No. 44) And The Original East Right-Of-Way Of High Street (40') (County Road 605), Said Intersection Being The Northwest Corner Of Said H.H. Cring's Addition; Thence South 85°34'30" East, Along The South Line Of Main Street And The North Line Of Said Addition (Passing Through An Iron Pin Set At 110.45' Feet At The Northwest Corner Of Lot 41), A Distance Of 169.77' Feet To An Iron Pin Set At The Northeast Corner Of Said Lot 41, Being The Northwest Corner Of Said 15' Wide Alley And The PLACE OF BEGINNING Of The Parcel Of Land (Alley) Herein Intended To Be Described;

Thence South 85°34'30" East, Continuing Along Said Lines, A Distance Of 15.00' To An Iron Pin Set At The Northwest Corner Of Lot 40, Being The Northeast Corner Of Said Alley;

Thence South 03°40'14" West, Along The West Line Of Said Lot 40, A Distance A 180.00 Feet To An Iron Pin Set At The Southwest Corner Thereof, Being In The North Line Of A 15' Wide Alley;

Thence North 85°34'30" West, Along The North Line Of Said Alley, A Distance Of 15.00 Feet To An Iron Pin Set At The Southeast Corner Of Said Lot 41;

Thence North 03°40'14' East, Along The East Side Of Said Lot 41, A Distance Of 180.00 Feet To The

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PLACE OF BEGINNING.

CONTAINING 0.062 Acres Of Land (Alley) According To A Survey Performed By Guy W. Grisdale P.S. No 7579 For Mid Ohio Surveys Ltd. In July Of 2003. Subject To All Easements, Restrictions And Rights Of Way Of Record, If Any. All Iron Pins Set Are Identified By A Yellow Plastic Cap Stamped "G W. Grisdale 7579".

The Above Description Is Based On And Referenced To A Survey Entitled, "Plat Of Survey For Mark & Kelley Harbin" Dated July 17, 2003 And Revised October 7, 2003 By Mid-Ohio Surveys, LTD.

Bearings Are Based On The Centerline Of County Road 605 (North 03°40' 14" East According To The Survey Referenced On The Above-Mentioned Plat Of Survey. Said Bearings Are To An Assumed Meridian And Are To Denote Angular Measurement Only.

All References Are To The Records Of The Office Of The Recorder, Delaware County, Ohio.

WHEREAS, the Board of County Commissioners viewed the location of the proposed vacation on the 15th day of December 2003 at 1:30 PM; and

WHEREAS, the Board of County Commissioners held a Public Hearing on the 2nd day of February 2004, at 8:00 PM, and at that hearing the Board found the vacation would serve the public convenience and welfare;

NOW THEREFORE BE IT RESOLVED, the 15-foot alley as described above shall be vacated. The vacated portion of this alley way shall pass in fee to the abutting landowners as provided by law. The Delaware County Engineer shall cause an accurate survey and map to be made and filed with this board.

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

RESOLUTION NO. 04-166

8:30 PM - IN THE MATTER OF PUBLIC HEARING # 1 FOR DELAWARE COUNTY'S FY 2004 CDBG AND RLF PROGRAMS:

It was moved by Mr. Ward, seconded by Mr. Jordan to open the hearing.

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

RESOLUTION NO. 04-167

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 1 FOR DELAWARE COUNTY'S FY 2004 CDBG AND RLF PROGRAMS:

It was moved by Mr. Ward, seconded by Mr. Jordan to close the hearing.

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

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 2, 2004

Letha George, Clerk to the Commissioners