

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 6, 2007

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

- 1:00 PM Prosecutor Session
- 7:00 PM Regular Business
- 7:30 PM Public Hearing For Consideration Of A Ditch Petition Filed By Jill Marsch For The Crystal Valley Sections 1 & 2 Subdivision Ditch Maintenance Project
- 8:00 PM Final Hearing For The Riverby Section 2, 3, 4 Subdivision Ditch Maintenance Project

RESOLUTION NO. 07--926

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

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 1:05PM.

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

RESOLUTION NO. 07-927

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 3:18PM.

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

RECESS UNTIL 7:00PM

PUBLIC COMMENT

RESOLUTION NO. 07-928

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 2, 2007 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 August 2, 2007 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-929

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0803 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0803:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0803, memo transfers in batch numbers MTAPR0803 and Purchase Orders and Vouchers as listed:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Genex Services Inc.	Transitional Work Program	75110902-5301	\$ 5,440.00
Yarnor Inc.	Calcium Nitrate Odor Control	66290407-5290	\$ 25,000.00
Facilities	Cellular Service/ Sant. Engineer	66291001-5330	\$ 6,300.00
Increases			
Franklin County Coroner	Autopsies	10030301-5342	\$ 10,000.00
Vouchers			
Profiles International	New Employees/Profiles	10011102-5340	\$ 11,000.00
United Methodist Children's	Residential Treatment	22511607-5342	\$ 10,916.10
United Methodist Children's	Residential Treatment	22511608-5342	\$ 6,570.00

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Pomegranate Health Systems	Residential Treatment	22511607-5342	\$	9,450.00
Pomegranate Health Systems	Residential Treatment	22511608-5342	\$	12,600.00
Pomegranate Health Systems	Residential Treatment	22511608-5342	\$	5,670.00
Pomegranate Health Systems	Residential Treatment	22511608-5342	\$	9,765.00
Adventure Academy	Day Care	22411610-5348	\$	8,140.14
Pomegranate Health Systems	Residential Treatment	22511607-5342	\$	9,765.00
Pomegranate Health Systems	Residential Treatment	22511607-5342	\$	19,215.00
Starr Commonwealth	Residential Treatment	22511607-5342	\$	6,971.10
Starr Commonwealth	Residential Treatment	22511608-5342	\$	6,971.10
Treasurer	Retainage	43111424-5410	\$	11,854.48
Thomas Glass	CFOA Windows	43111424-5410	\$	101,492.95

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

RESOLUTION NO. 07 -930

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Sheriff’s Office is requesting that Amanda Barream, Colleen Wilson and Jessie Frank attend a Training Conference in Cincinnati, Ohio October 3-5, 2007 at the cost of \$1,020.00.

Job and Family Services is requesting that Jamie Shepherd, April Wehru, Deanne Hoffman and John Reeves attend a County Regional Training in Columbus, Ohio October 15-19, 2007, at the cost of \$600.00.

Job and Family Services is requesting that Mona Reilly, Marsha Coleman and Jason Tharp attend a PCSAO annual conference in Worthington, Ohio September 26-27, 2007, at the cost of \$405.00.

The EMS Department is requesting that Rob Farmer attend a National Summit on Recruitment and Retention of Paramedics in Arlington, Virginia August 9-10, 2007, at the cost of \$415.00.

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

RESOLUTION NO. 07-931

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITION FOR WEDGEWOOD OFFICE PARK:

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

Ditch Maintenance Petition- Wedgewood Office Park

We the undersigned owners of 6.485 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as **Wedgewood Office Park** as evidenced by the attached subdivision plats (Exhibit “A” which is available at the County Engineer’s Office). These plats have been submitted for approval to the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action.

The cost of the drainage improvements is \$79,424.48 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in their Development. The Developed Commercial area of 6.485 acres will receive benefit (cost) of the project as a per acre basis. The basis for calculating the assessment for each lot is therefore, \$n/a per acre. An annual maintenance fee equal to 2% of this basis \$1,588.49 will be collected for each developed lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$1,588.49 has been paid to Delaware County.

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

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

RESOLUTION NO. 07-932

IN THE MATTER OF APPROVING PROJECT AGREEMENT FOR RETREAT AT POLARIS RIGHT TURN LANE:

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

Retreat At Polaris Right Turn Lane

OWNER’S AGREEMENT FOR ROAD WIDENING

THIS AGREEMENT made and entered into this 6TH day of August 2007 by and between the COUNTY OF DELAWARE (acting by and through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and OLYMPUS HOMES, INC., hereinafter called the OWNER, as evidenced by the Engineering and Construction Plan entitled “RETREAT AT POLARIS RIGHT TURN LANE” which was approved by the County Engineer, hereinafter called the PLAN, is governed by the following considerations, to wit:

1. The OWNER is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the PLAN, which is a part of this AGREEMENT.

2. The OWNER shall pay the entire cost and expenses of their portion of said improvements.

3. The OWNER is to provide an irrevocable letter of credit or other approved financial warranties in the amount of NINETY THOUSAND FIVE HUNDRED DOLLARS payable to the BOARD OF COUNTY COMMISSIONERS to insure the faithful performance of this AGREEMENT and the completion of all of the said improvements in accordance with the current “Delaware County Engineering and Surveying Standards for Subdivision Development” and the current “Subdivision Regulations of Delaware County, Ohio”.

4. The OWNER shall deposit EIGHT THOUSAND DOLLARS estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to thirty percent (30%) of the original amount deposited, the OWNER shall replenish the account, upon notice by the Delaware County Engineer. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the OWNER.

5. OWNER is to complete all construction to the satisfaction of the COUNTY as evidenced by an approval letter from the Delaware County Engineer.

6. The OWNER shall hold the COUNTY free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.

7. The OWNER shall perform and complete all said improvements prior to JULY 1, 2008.

8. The OWNER will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the Delaware County Engineer. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the Ohio Department of Transportation “Uniform Traffic Control Devices” and “Traffic Control for Construction and Maintenance”/

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

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

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

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

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

RESOLUTION NO. 07-933

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR MANORS AT WILLOW BEND:

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

Manors at Willow Bend

The roadway to be accepted is as follows:

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- **Jeffries Court**, to be known as **Township Road Number 1534**

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

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

RESOLUTION NO. 07-934

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR MANORS AT WILLOW BEND:

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

Stop Conditions Manors at Willow Bend

Establish two conditions on Township Road Number 1534, Jeffries Court; one at its intersection with Township Road Number 109, Big Walnut Road, and the other at its intersection with itself, Township Road Number 1534, Jeffries Court

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

RESOLUTION NO. 07-935

IN THE MATTER OF APPROVING THE RELEASE OF THE MAINTENANCE BONDS FOR MEADOWS AT SCIOTO RESERVE:

It was moved by Mr. Ward, seconded by Mr. Jordan to release the maintenance bonds for the **Meadows at Scioto Reserve**:

Meadows at Scioto Reserve

The above referenced project has been completed to the satisfaction of this office and, therefore, The Engineer request approval to release the Letter of Credit being held as construction surety and release the developer, C.V. Real Properties, from their responsibility to this project.

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

RESOLUTION NO. 07 -936

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
U07099	Verizon	Marigold Street	Bore street
U07100	Del-Co Water	River Road	Install bore
U07101	Columbia Gas	Derby Drive	Install gas mains
U07107	TCG Ohio	Greif Parkway/Peachblow Road/Piatt Road/Shanahan Road	Bury telecommunication ducts

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

RESOLUTION NO. 07-937

IN THE MATTER OF APPROVING COOPERATION AGREEMENT WITH BROWN TOWNSHIP FOR THE KELLY-McMASTER ROAD PAVEMENT RECLAMATION PROJECT FOR OPWC CAPITAL IMPROVEMENTS FUNDING:

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

“COOPERATION AGREEMENT”
BROWN TOWNSHIP & DELAWARE COUNTY
KELLY-McMASTER ROAD PAVEMENT RECLAMATION PROJECT

BROWN TOWNSHIP RESOLUTION NUMBER _____ DATE
DELAWARE COUNTY RESOLUTION NUMBER 07-937 8/06/07 DATE

Brown Township and Delaware County enter into a cooperative agreement to submit an application to the Ohio Public Works Commission for the Kelly-McMaster Road Reclamation Project

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Brown Township will provide funds totaling 18 % of the cost of the project name. Such funds will come from the general and/or road and bridge fund

Delaware County through the County Engineer will provide funds totaling 18 % of the cost of the project name. Such funds will come from the Gasoline and Motor Tax Fund.

Delaware County authorizes Brown Township to be the lead applicant and to sign all necessary documents.

Brown Township agrees to pay its \$50,000 of the cost as invoices are due.

Delaware County through the Delaware County Engineer's OPWC Grant Enhancement Program agrees to pay its \$50,000 of the cost towards the construction and inspection services.

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

RESOLUTION NO. 07-938

IN THE MATTER OF ADOPTING THE AGREEMENT BETWEEN THE DELAWARE COUNTY ENGINEER AND LOCAL 3981 AND OHIO COUNCIL 8 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO ("UNION"):

It was moved by Mr. Jordan, seconded by Mr. Ward to Adopt the Agreement between Delaware County Engineer and Local 3981 and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO ("Union").

(A copy of the agreement is available in the Commissioners' Office until no longer of administrative value).

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

RESOLUTION NO. 07- 939

A RESOLUTION AUTHORIZING GLENN EVANS, DELAWARE COUNTY COMMISSIONER, TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED FOR STOVER ROAD OVER DUN'S RUN BRIDGE REPLACEMENT:

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

AUTHORIZING LEGISLATION
Delaware County
Stover Road over Dun's Run Bridge Replacement

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Delaware County Board of Commissioners is planning to make capital improvements to Bridge Number 156-0069, also known as Stover Road over Dun's Run, located 1/8 miles north of Larcomb road (TR 155)), and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

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

Section 1: That Glenn Evans is hereby authorized to apply to the OPWC for funds as described above.

Section 2: That Glenn Evans is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

**APPLICATION FOR FINANCIAL ASSISTANCE
Revised 4/99**

IMPORTANT: Please consult the "Instructions for Completing the Project Application" for assistance in completion of this form.

SUBDIVISION: DELAWARE COUNTY **CODE #** 041-00041

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DISTRICT NUMBER: 17 COUNTY: DELAWARE DATE 7/17/2007

CONTACT: ROBERT M. RILEY, P.E. PHONE # (740) 833-2431
(THE PROJECT CONTACT PERSON SHOULD BE THE INDIVIDUAL WHO WILL BE AVAILABLE DURING BUSINESS HOURS AND WHO CAN BEST ANSWER OR COORDINATE THE RESPONSE TO QUESTIONS)
FAX: (740) 833-2399 E-MAIL rriley@co.delaware.oh.us

PROJECT NAME: STOVER ROAD OVER DUN'S RUN BRIDGE REPLACEMENT

SUBDIVISION TYPE	FUNDING TYPE REQUESTED	PROJECT TYPE
County	Grant \$294,800	Bridge/Culver
TOTAL PROJECT COST: \$ 440,000 FUNDING REQUESTED: \$ 294,800		
Vote on Motion	Mr. Ward	Aye
	Mr. Jordan	Aye
	Mr. Evans	Aye

RESOLUTION NO. 07-940

IN THE MATTER OF APPROVING AGREEMENT WITH FLOYD BROWNE GROUP FOR ENGINEERING SERVICES TO ASSIST WITH IMPROVEMENTS TO THE WASTEWATER TREATMENT PLANT:

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

Whereas the operational and technical staff of the Regional Sewer District have identified that Olentangy Environmental Control Center South Clarifiers # 5 and 7 are in need of repairs, and

Whereas the repairs of the clarifiers are needed to meet the effluent limits as prescribed by the OEPA NPDES permit, and

Whereas because of current workload of the technical staff, the Director of Environmental Services recommends hiring a professional engineering firm to develop plans and specifications for the required repairs, and

Whereas Floyd Browne Group was one of six professional engineering firms pre-qualified to provide engineering services to the Regional Sewer District, and

Whereas it is estimated that the fee for these services will be less than \$25,000, and

Whereas Floyd Browne Group has been selected to provide the desired engineering services to develop the plans and specifications to facilitate the required repairs of Clarifiers # 5 and 7.

Therefore be it resolved that the Board of Commissioners execute an agreement with Floyd Brown Group to provide engineering services as delineated in Exhibit A (Agreement) and approve a Purchase Order for \$11,400.00 from 66690302-5301 to Floyd Browne Group.

AGREEMENT

THIS AGREEMENT made as of the 6TH day of August, 2007, by and between Delaware County, duly authorized by Resolution No. 07-940 passed August 6, 2007, hereinafter referred to as the "CLIENT" and Floyd Browne Group, an Ohio corporation, hereinafter referred to as the "ENGINEER".

WHEREAS, the CLIENT requires engineering services to assist with improvements to the wastewater treatment plant.

WHEREAS, engineering services required shall be known as **Wastewater Treatment Plant Improvements - South Clarifiers**, including replacement of drive castings and repair of counterweights on two of the south clarifiers (No. 5 and No. 7).

WHEREAS, it is necessary to employ registered professional engineers to assist with finalization of improvement plans, preliminary design, final design, including detailed plans, technical specifications, and bidding documents, bidding services, and construction services.

NOW, THEREFORE, the CLIENT and the ENGINEER, in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION 1 - BASIC SERVICES OF THE ENGINEER

1.1 General

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- 1.1.1 The ENGINEER agrees to perform professional services in connection with the Project as herein stated.
- 1.1.2 The ENGINEER agrees to provide the services on a schedule compatible with the CLIENT's schedule.
- 1.1.3 The ENGINEER will serve as the CLIENT's professional engineering representative in those phases of the Project to which this Agreement applies, and will give consultation and advice to the CLIENT during the performance of his services.
- 1.1.4 The ENGINEER certifies he has the manpower on staff required to meet the projected manpower and facility requirements and provide the services necessary to implement the project.
- 1.1.5 The project is identified as **Wastewater Treatment Plant Improvements – South Clarifiers.**

1.2 Preliminary Design Phase

During the Preliminary Design Phase the ENGINEER will:

- 1.2.1 Attend an initial kickoff meeting to discuss the scope of the project.
- 1.2.2 Prepare a work plan for the replacement of the drive casting and the repair of counter weights on two of the south clarifiers (#5 and #7).
- 1.2.3 Consult with the CLIENT to present preliminary work and design plans.
- 1.2.4 Prepare preliminary opinions of probable cost of the Project based on the information developed during the Preliminary Design Phase and review such costs with the CLIENT prior to proceeding with the Final Design.

1.3 Design Phase

After reviewing the Preliminary Design with the CLIENT the ENGINEER will:

- 1.3.1 Prepare drawings to show the character and scope of the work to be performed by Contractors on the Project (hereinafter called the "Drawings") for incorporation into the Contract Documents.
- 1.3.2 Prepare technical data in the form of work and material specifications to be performed and/or furnished by Contractors on the Project (hereinafter called the "Specifications") for incorporation into the Contract Documents.
- 1.3.3 Prepare quantity and opinions of probable cost based on the completed Drawings and Specifications and furnish the CLIENT an opinion of the probable construction cost.
- 1.3.4 Prepare a construction schedule.
- 1.3.5 Attend three meetings with the CLIENT at 30%, 60%, and 90% completion to discuss the scope and progress of the work.
- 1.3.6 Furnish to the CLIENT engineering data for and prepare the required documents so that the CLIENT may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project. The CLIENT shall pay all the review and permit fees.
- 1.3.7 Prepare the advertisement, instruction to bidders, proposal forms and special conditions for incorporation into the Contract Documents defined as the drawings, specifications, advertisement, instructions to bidders, proposal forms, contract forms, proposal and contract bonds, general and special conditions.
- 1.3.8 Furnish ten (10) copies, or an electronic CD, of the Drawings and Specifications in final form. This completes the Design Phase.

1.4 Bidding Phase

After written authorization given by the CLIENT, the ENGINEER will:

- 1.4.1 Assist the CLIENT in obtaining bids for construction by mailing notices to Contractors and Suppliers when the Project has been properly authorized for construction.

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- 1.4.2 Issue addenda as appropriate to interpret, clarify, or expand the bidding documents.
- 1.4.3 Conduct a pre-bid conference.
- 1.4.4 The CLIENT will be responsible for bid opening**
- 1.4.5 Assist the CLIENT in evaluating the bids and in preparing construction contracts.
- 1.4.6 Consult with the CLIENT concerning, and participate in all decisions as to the acceptability of sub-contractors and other persons and organizations proposed by the Contractor for those portions of the work for which such acceptability is required by the bidding documents.

1.5 Construction Phase

The construction phase will commence with the award of the construction contract and will terminate upon written approval of final payment by the ENGINEER or upon completion of construction period, whichever occurs first. If additional services of ENGINEER are required by the CLIENT beyond the estimated construction period for reasons beyond the control of the ENGINEER, said services would necessitate payment of additional fees as defined in Section 4 of this Agreement. For this project, **the construction period is estimated to be two months.**

After written authorization given by the CLIENT, the ENGINEER will:

- 1.5.1 Advise and consult with the OWNER and act as his representative during the construction. All of the CLIENT's instructions to Contractor will be issued through the ENGINEER who will have authority to act on behalf of the CLIENT to the extent provided in the General Conditions of the construction contract except as otherwise provided in writing. No site visits are included. Site visits by ENGINEER during construction and resident representative services are available at additional cost as outlined in Section 2 of this Agreement.
- 1.5.2 Review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract documents. Such review shall be only for general conformance with the design concept and general compliance with the information given in the Contract documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. ENGINEER's review shall be conducted with reasonable promptness consistent with sound professional practice. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. ENGINEER shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the ENGINEER be required to review partial submissions or those for which submissions for correlated items have not been received.
- 1.5.3 Not be responsible for the acts or omissions of any Contractor, any sub-contractor or any of the Contractor(s)' or sub-contractors' agents or employees or any other persons (except his own employees and agents) at the Project site or otherwise performing any of the work of the Project.

SECTION 2 - ADDITIONAL SERVICES OF THE ENGINEER

After written authorization given by the CLIENT, the ENGINEER will furnish the following additional services:

2.1 Resident Services During Construction NOT APPLICABLE

The ENGINEER will furnish a Resident Project Representative as herein stated for the construction period of **NOT APPLICABLE** months. If services of the Resident Project Representative are required beyond the construction period for reasons beyond the ENGINEER's control, said services would necessitate payment of additional fees as defined in Section 4 of this Agreement.

- 2.1.1 One or more full-time Resident Project Representatives will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractor(s).
- 2.1.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in Exhibit A which is identified, attached to, and made a part of this Agreement before such services begin.
- 2.1.3 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ENGINEER shall endeavor to provide further protection for CLIENT against defects and

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deficiencies in the work of Contractor(s); but the furnishing of such Resident Project Representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform their work in accordance with the Contract Documents.

2.2 Other Potential Services of the ENGINEER

If needed and after written authorization given by the CLIENT, the ENGINEER will furnish or obtain from others, additional services, as herein stated.

- 2.2.1 Provide additional services due to significant change in general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction.
- 2.2.2 Revise previously completed and/or approved studies, reports, design documents, Drawings or Specification when such revisions are due to causes beyond the control of the ENGINEER.
- 2.2.3 Prepare documents for alternate bids, when requested by the CLIENT, for construction work which is not executed.
- 2.2.4 Provide other additional services in connection with the Project, including services normally furnished by the CLIENT, and services not otherwise provided for in the Agreement.
- 2.2.5 Furnish additional copies of reports and additional copies of Drawings and Specifications.
- 2.2.6 Prepare for CLIENT a set of reproducible records prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
- 2.2.7 Prepare to serve as an expert witness for the CLIENT in any litigation or other proceeding involving the Project.
- 2.2.8 Provide additional or extended services during the construction phase made necessary by (1) work damaged by fire or other causes during construction, (2) prolongation of the construction contract time of any prime construction contract after the construction contract time has been exceeded or extended through no fault of the ENGINEER, and (3) delinquency or insolvency of any construction contractor.
- 2.2.9 Prepare an Operation and Maintenance (O&M) manual for the improvements. Provide ten (10) copies of the O&M manual to the CLIENT.
- 2.2.10 Provide start-up services to check the system and provide initial hands-on training for CLIENT personnel.
- 2.2.11 Provide one-year of post construction performance reviews and operations consultation leading to certification of performance.

SECTION 3 - SERVICES TO BE PERFORMED BY THE CLIENT

- 3.1 Provide full information as to the CLIENT's requirements for the Project, including all available engineering data, reports, zoning maps, regional plans, design objectives and restraints, any budgetary limitations, and other information that may be useful in performance of the engineering services.
- 3.2 Negotiate and acquire easements necessary for performance of work.
- 3.3 Furnish the ENGINEER, if needed, property, survey, boundary survey, construction staking, soil borings, right-of-way, inspections of samples and materials; and other specific information about the site unless the ENGINEER is to provide this information in his performance of the additional engineering services authorized at appropriate time by the CLIENT at an additional fee.
- 3.4 Make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his services under this Agreement.
- 3.5 Advertise for bids from bidders, open the bids at the appointed time and place and pay for all costs incident thereto.
- 3.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

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- 3.7 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.8 Designate in writing a person to act as the CLIENT's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.
- 3.9 Give prompt written notice to the ENGINEER whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of Contractor(s).
- 3.10 Obtain approval of all governmental authorities having jurisdiction over the Project.
- 3.11 The CLIENT shall be responsible for providing a Project Resident Representative at the project site as described in paragraph 3.12 of this section of this Agreement. No site visits by the ENGINEER are included in the scope of work described in Section 1.5 of this Agreement.
- 3.12 If the ENGINEER is not authorized to provide a Project Resident Representative, the CLIENT shall designate another person to represent CLIENT at the Project site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

It is understood and agreed that if ENGINEER's Services under this Agreement do not include Resident Services During Construction, or review of the contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto. Further, CLIENT shall pay ENGINEER for Construction Phase services provided by ENGINEER in accordance with Section 1.5 of this Agreement additional fees equal to 50 percent of the fee for Section 1.5 Construction Phase services as defined in Section 4 of this Agreement.

- 3.13 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PAYMENTS TO THE ENGINEER

4.1 Payment for Services and Expenses of the ENGINEER

- 4.1.1 The CLIENT will pay the ENGINEER a lump sum fee to cover all of the costs for performing the services as defined in Sections 1.1 through 1.5. Said lump sum fee shall be **Eleven Thousand, Four Hundred Dollars** (\$11,400). The lump sum fee will not be increased except in the case of a formal amendment to the agreement increasing the scope of work. The CLIENT will make monthly progress payments based upon monthly estimates of the proportion of the total services actually completed at the time of billing provided by the ENGINEER.

The estimated costs of the individual items of services are as follows.

ITEM NO.	DESCRIPTION	AMOUNT
1.2 and 1.3	Design	\$6,500
1.4	Bidding	\$2,200
1.5	Construction	\$2,700

From the date of acceptance of this agreement, the above fees will apply for one year. If the work is not completed during that period, the agreement may be subject to renegotiation.

- 4.1.2 The CLIENT will pay the ENGINEER for Other Potential Services of the ENGINEER as described in paragraph 2.2 a separate fee to be negotiated at the time the services are authorized. At that time this agreement will be amended to incorporate the appropriate clauses and cost data.
- 4.1.3 ENGINEER shall provide additional copies of Drawings and Specifications under item 2.2.5 as directed by CLIENT at a cost of \$100 per set.

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4.2 General

- 4.2.1 The CLIENT will make prompt monthly payments in response to the ENGINEER's monthly invoices for all categories of services rendered under this Agreement and for reimbursable expenses incurred.
- 4.2.2 If the CLIENT fails to make any payment due the ENGINEER on account of his services and expenses within thirty (30) days after receipt of the ENGINEER's bill therefore, the amounts due the ENGINEER shall include a charge at the rate of 1% per month from said thirtieth day, and in addition the ENGINEER may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses plus accrued interest.
- 4.2.3 If this Agreement is terminated upon completion of any phase of the ENGINEER's services, progress payments to be made to the ENGINEER on account of services rendered shall constitute total payment. If this Agreement is terminated during any phase when the ENGINEER is being compensated on the basis of a lump sum or a percentage of construction costs, the ENGINEER shall be paid for services rendered on the basis of his reasonable estimate of the portion of such phase completed prior to termination. If this Agreement is terminated during any phase when the ENGINEER is being compensated on the basis of payroll times a factor, the ENGINEER shall be paid for services rendered to the date of termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.
- 4.2.4 If, prior to termination of this Agreement, any work designed or specified by the ENGINEER during any phase is suspended in whole or in part for more than three (3) months or is abandoned, after written notice from the CLIENT, the ENGINEER shall be paid for services performed prior to receipt of such notice from the CLIENT as provided in paragraph 4.2.3 for termination during any phase of his services.

SECTION 5 - GENERAL CONSIDERATIONS

5.1 Entire and Integrated Agreement

This agreement contains the entire agreement between CLIENT and ENGINEER relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations that are not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both CLIENT and ENGINEER.

5.2 Successors and Assigns

CLIENT and ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

5.3 Waiver and Severability of Terms

ENGINEER'S waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant. If any term, condition, or covenant, of this agreement is held by a court of competent jurisdiction to be invalid, void or not enforceable, the remaining provisions of this agreement shall be valid and binding on CLIENT and ENGINEER.

5.4 Equal Employment Opportunity

ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. ENGINEER shall take affirmative action to insure that applicants are employed and that employees are treated fairly during employment, without regard to their race, religion, color, sex, or national origin. As used herein, the word "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. ENGINEER shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

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5.5 Opinions of Probable Cost

Since ENGINEER has no control over the cost of labor, materials, or equipment or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the opinions of probable cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but ENGINEER can not and does not guarantee that bids or the project construction cost will not vary from opinions of probable cost prepared by him.

5.6 Document Copies

Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. In the event there is a discrepancy between the electronic files and the hard copies, the hard copies govern. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project

5.7 Reuse of Documents

All documents, including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER; and CLIENT shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

5.8 Force Majeure

ENGINEER is not responsible for delay or damages caused by activities or factors beyond ENGINEER'S reasonable control, including but not limited to, delays or damages by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of CLIENT or its agents to furnish timely information or approve or disapprove ENGINEER'S work promptly, faulty performance by CLIENT or other contractors, or the actions or inactions of governmental agencies including, but not limited to permit processing, changes in policy, environmental impact reports, dedications, general plans and amendments hereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. When such delays beyond ENGINEER'S reasonable control occur, CLIENT agrees ENGINEER shall not be deemed to be in default of this agreement.

5.9 Termination

This Agreement may be terminated by either party by ten (10) days written notice in the event of substantial failure to perform in accordance with the terms thereof by the other party through no fault of the terminating party. If this Agreement is so terminated, ENGINEER shall be paid as provided in paragraph 4.2.3.

5.10 Insurance

ENGINEER shall secure and maintain such insurance as will protect him from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement.

5.10.1 General Liability Coverage

ENGINEER shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.

5.10.2 Automobile Liability Coverage

ENGINEER shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.

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5.10.3 Workers' Compensation Coverage

ENGINEER shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

5.10.4 Additional Insureds

The CLIENT, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Section 5.10.

5.10.5 Proof of Insurance

Prior to the commencement of any work under this Agreement, ENGINEER shall furnish the CLIENT with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the CLIENT. ENGINEER will replace certificates for any insurance expiring prior to completion of work under this Agreement.

5.11 Certificate of Merit

1. Neither CLIENT nor any of CLIENT'S contractors or subcontractors shall make any claim for professional negligence, either directly or by way of a cross complaint against ENGINEER unless CLIENT has first provided ENGINEER with a written certification executed by an independent design professional currently practicing in the same discipline as ENGINEER and licensed in the State of Ohio. This certification shall: a) Identify the name and license number of the certifier; b) Specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) State in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to ENGINEER not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration, mediation, or judicial proceeding. Failure to provide such written certification shall be considered a waiver by CLIENT of all such claims against ENGINEER. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.
- 2.

5.12 Liability of the ENGINEER

ENGINEER shall be liable only for damages caused by negligence of it or its employees. It assumes no responsibility for services performed by sub-contractors or consultants engaged by it except responsibility for selecting such sub-contractors or consultants with reasonable care. It assumes no responsibility for infringement of any patent, copyright, trademark or other legally protected right resulting from the use or adoption of designs or specifications supplied by it, except for responsibility for advising CLIENT that a claim of infringement may be asserted when it has or should have knowledge that such is the case.

5.12.1 Extent of Liability

ENGINEER hereby agrees to maintain professional liability insurance in force throughout the period during which such services are being rendered which provides coverage of not less than One Million Dollars (\$1,000,000) per claim and to furnish CLIENT upon demand with appropriate evidence that such insurance is in force.

5.12.2 Indemnification

To the fullest extent permitted by the law and to the extent claims, damages, losses or expenses are not covered by insurance purchased by ENGINEER, the ENGINEER shall indemnify and hold harmless the CLIENT, and CLIENT'S consultants, agents, and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of our resulting from performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the ENGINEER or anyone directly or indirectly employed thereby or anyone for whose acts ENGINEER may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described herein.

5.13 Arbitration or Litigation

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Except as may be otherwise provided in this agreement, all claims, counter-claims, disputes, and other matters in questions between CLIENT and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties mutually agree or in the appropriate court pursuant to paragraph 5.14. Under no circumstances shall any legal action in any way connected with this agreement or services performed hereunder be initiated by either party after five (5) years from the date of Substantial Completion, unless this agreement shall be terminated prior to substantial completion, in which case the date of termination of this agreement shall be the date on which such period shall commence.

5.14 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

5.15 Prohibited Interests

ENGINEER agrees that no agent, officer, or employee of the CLIENT during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. ENGINEER agrees that it will not employ in any manner a current CLIENT employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of CLIENT.

5.16 Independent Contractor

ENGINEER agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. ENGINEER also agrees that, as an independent contractor, ENGINEER assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

5.17 Effect of Headings

The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

5.18 Campaign Finance – Compliance with R.C. 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The ENGINEER, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the CLIENT from entering, proceeding, and/or performing the Agreement.** Such certification is attached to this Agreement and by this reference made a part thereof.

5.19 Homeland Security

ENGINEER certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, ENGINEER agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part thereof.

5.20 Findings for Recovery

ENGINEER certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

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

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RESOLUTION NO. 07-941

7:30 PM - PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY JILL MARSCH FOR THE CRYSTAL VALLEY SECTIONS 1 & 2 SUBDIVISION DITCH MAINTENANCE PROJECT:

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

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

RESOLUTION NO. 07-942

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY JILL MARSCH FOR THE CRYSTAL VALLEY SECTIONS 1 & 2 SUBDIVISION DITCH MAINTENANCE PROJECT:

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

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

RESOLUTION NO. 07-943

IN THE MATTER OF DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE CRYSTAL VALLEY SECTIONS 1 & 2 SUBDIVISION DITCH MAINTENANCE PROJECT:

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

Whereas, on May 15, 2007, a Ditch Petition for The Crystal Valley Sections 1 & 2 Subdivision Ditch Maintenance Project was filed with the Delaware County Commissioners, and

Whereas, the Board of Commissioners of Delaware County on August 6, 2007, 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 Crystal Valley Sections 1 & 2 Subdivision Ditch Maintenance Project, 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 Crystal Valley Sections 1 & 2 Subdivision Ditch Maintenance Project. 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 Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 07-944

8:00 PM FINAL HEARING FOR THE RIVERBY SECTION 2, 3, 4 SUBDIVISION DITCH MAINTENANCE PROJECT:

It was moved by Mr. Ward, seconded by Mr. Jordan to open the Hearing at 8:03PM.

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

RESOLUTION NO. 07-945

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE RIVERBY SECTION 2, 3, 4 SUBDIVISION DITCH MAINTENANCE PROJECT:

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

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

RESOLUTION NO. 07-946

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IN THE MATTER OF COMMISSIONERS FINDING AFFIRMING ORDER AND CONFIRMING THE
ASSESSMENTS FOR THE RIVERBY SECTION 2, 3, 4 SUBDIVISION DITCH MAINTENANCE PROJECT:

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

In the matter of the Riverby Section 2, 3, 4 Subdivision Ditch Maintenance Project filed by members of the Riverby Section 2, 3, 4 Subdivision Homeowners Association on October 11, 2006.

WHEREAS, this being the day fixed by said Board in the order dated the **6th day of August 2007**, for the final hearing on the Reports and on the assessments, of the County Engineer, for the Riverby Section 2, 3, 4 Subdivision to be placed on maintenance.

WHEREAS, The Board finds that due and legal notice of this final hearing has been given as required by law; and

WHEREAS, The Board has heard all the evidence offered in the proceedings and received and considered the assessments filed by the County Engineer:

THEREFORE BE IT RESOLVED, that the Board hereby approves the assessments prepared by the Delaware County Engineer, and

FURTHER BE IT RESOLVED, The maintenance fund shall be maintained, as needed, by an assessment levied not more often than once annually upon the benefited owners, as defined in [section 6131.01](#) of the Revised Code, apportioned on the basis of the estimated benefits for construction of the improvement. An assessment shall represent such a percentage of the estimated benefits as is estimated by the engineer and found adequate by the board or joint board to effect the purpose of [section 6137.02](#) of the Revised Code, except that at no time shall a maintenance fund have an unencumbered balance greater than twenty per cent of all construction costs of the improvement. The minimum assessment shall be two dollars. Any cost incurred from the petition project process will be paid from the annual ditch maintenance assessments.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward