

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 1, 2000

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

Present: James Ward, Deborah Martin, Donald Wuertz

**10:00 AM Bid Opening for One Used 1990 or Newer Motor Grader**

Calvin Group Inc.	1990 Komatsu	\$75,000	
	Deduction for Trade In	\$7,500	
Tiger Equipment	1993 John Deer	\$69,795	
	Deduction for Trade In	\$10,000	
	1993 John Deer	\$75,000	
	Deduction for Trade In	\$10,000	
	1996 John Deer	\$85,495	
	Deduction for Trade In	\$10,000	

**7:30 PM Public Hearing to Consider Improvements to Various Bridges**

**RESOLUTION NO. 00-349**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD APRIL 24, 2000:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held April 24, 2000, and to approve resolutions and minutes as submitted.

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

**PUBLIC COMMENT**

**RESOLUTION NO. 00-350**

**IN THE MATTER OF RECOGNIZING MAY AS OLDER AMERICANS MONTH IN DELAWARE COUNTY:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to recognize the month of May as Older Americans Month in Delaware County.

WHEREAS, Delaware County’s older population has played an instrumental role in building this county and its institutions, and

WHEREAS, older county residents continue to make invaluable contributions as workers, leaders, volunteers and caregivers, and

WHEREAS, Delaware County’s older populations will continue to increase rapidly over the next several decades, and

WHEREAS, as our population ages, the need for high quality affordable health, in-home and community services will continue to grow, and

WHEREAS, for the past 30 years every United States president has declared the month of May to be “Older Americans Month, and

WHEREAS, this year as in the past the Council for Older Adults has planned a number of special local activities to pay tribute to local older adults and caregivers, and

WHEREAS, the Council for Older Adults wishes to involve all community members in these events and activities, including: May 16<sup>th</sup> , Caregiver Recognition Day, May 17<sup>th</sup> , Med-Check Day and the Central Ohio Senior Hall of Fame Induction Ceremonies, May 23<sup>rd</sup> , Senior Citizens Day and May 31<sup>st</sup> , Senior Fun and Fitness Fair.

THEREFORE, BE IT RESOLVED, that in recognition the month of May as “Older Americans’ Month” the Delaware County Board of Commissioners does hereby honor and congratulate local older adults for the important contributions that they have made and continue to make in Delaware County.

FURTHER RESOLVE, that the Delaware County Board of Commissioners encourage local citizens, their family members and caregivers to get connected with the Council for Older Adults and become knowledgeable about volunteer opportunities, local service options, and, local resources to maintain a healthy and active lifestyle.

FURTHER RESOLVE, that Delaware County Board of Commissioner recognize and congratulate local health

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and social service organizations who provide assistance and services for a growing number of older county residents for helping to make Delaware County a better place to live and to grow older.

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

**RESOLUTION NO. 00-351**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 270687 THROUGH 271252:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 270687 through 271252 on file in the office of the Delaware County Commissioners.

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

**RESOLUTION NO. 00-352**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

Juvenile Court is requesting that Donna Sigl-Davies attend the NOVA Education and Training Conference at Dayton on June 23, 2000, in the amount of \$78.50.

Probate Court is requesting that Thomas Louden attend the Ohio Judges Conference at Cincinnati on June 5 through June 8, 2000, in the amount of \$819.80.

Human Services is requesting that Larry Hager attend the Healthy Start Training Session at Columbus on May 15, 2000, in the amount of \$19.00.

Commissioners are requesting that Don Wuertz, Deborah Martin, Jim Ward and Letha George attend the CCAO Summer Conference at Toledo on June 4 through June 6, 2000, in the amount of \$2,391.00.

Commissioners are requesting that Dave Cannon attend the Auditor of State Compliance Supplement Training in Dayton on June 27, 2000, in the amount of \$40.00.

Child Support Enforcement Agency is requesting that Susan Hollenbach attend the Executive Board Meeting and General Membership Meeting at Hueston Woods State Park Resort & Conference Center near Oxford, Ohio on July 12 through 13, 2000, in the amount of \$400.00.

Juvenile Court is requesting that Stu Berry and Jennifer Burrows attend the Conference on Group Therapy at Worthington on May 19, 2000, in the amount of \$130.00.

Auditor is requesting that Merrill "Pinky" Sheets attend the Educational Seminar on Fuel Quality Testing at Columbus on May 17, 2000, in the amount of \$54.00.

Auditor is requesting that David Yost and Shari Baker attend the CAAO Summer Conference at Huron, Ohio on June 5 through June 8, 2000, in the amount of \$1,276.00.

Economic Development is requesting that Tim Boland attend the Ohio Development Association Annual Spring Conference at Columbus on May 16, 2000, in the amount of \$103.00.

OECC is requesting that Lyndon Johnson attend the OWEA Southeast Section Meeting at Marietta on May 11, 2000, in the amount of \$15.00.

OECC is requesting that Bryan Fox attend the OTCO/OWEA Wastewater Lab Analyst Workshop at Columbus on May 16, 2000, in the amount of \$79.00.

Clerk of Courts is requesting that Betty Porter attend the Ohio Clerk of Courts Summer Conference at Atwood Lake Resort & Conference Center on June 27 through June 30, 2000, in the amount of \$512.76.

Sanitary Engineer is requesting that William Clevenger attend the Beginning Windows Computer Class at Delaware JVS South on May 8 through May 17, 2000, in the amount of \$50.00.

Human Services is requesting that Craig Hill attend the Core Training at Columbus on May 31 through June 2, 2000, in the amount of \$24.00.

EMA is requesting that Eight L.E.P.C. Members attend the Terrorism 2000 Conference at Columbus on June 5 through June 6, 2000, in the amount of 424.00.

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

**RESOLUTION NO. 00-353**

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

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

**SUPPLEMENTAL APPROPRIATIONS**

FUND NUMBER:	FUND NAME:	AMOUNT:
001-3110-010	Municipal Court - Salaries	\$ 4,000.00
001-3110-012	Municipal Court - PERS	\$ 545.00
001-3110-013	Municipal Court - Medicare	\$ 60.00

**TRANSFER OF APPROPRIATION**

FROM:	TO:	AMOUNT:
131-1310-020 Intensive Supervision - Srvs & Chrgs	131-1310-015 Intensive Supervision - Mat & Sup	\$1,250.00

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

**RESOLUTION NO. 00-354**

**IN THE MATTER OF SANITARY SEWER PLAN APPROVAL IN ABBEY KNOLL, SECTIONS 1 & 2:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve sanitary sewer plans for Abbey Knoll, Sections 1 and 2 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 00-355**

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

It was moved by Mr. Wuertz, seconded by Mrs. Martin 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, although entitled to request a rate change each year per the terms of each agreement, the contractor has not requested a rate change for either Agreement since their execution in 1995,

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, 2000:

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	<u>Old Rate</u>	<u>New Rate</u>				
<b>Commercial Users:</b>						
Municipal Waste	\$38.50/ton	\$39.30/ton				
Construction Debris	\$33.00/ton	\$33.95/ton				
<b>Non Commercial Users:</b>	\$13.00/cubic yard	\$13.35/cubic yard				
<b>Minimum Charge/ Non Commercial:</b>	\$13.00/cubic yard	\$13.35/cubic yard				
<b>Miscellaneous Charges:</b>						
Car & Pickup Tire	\$2.00/tire	\$2.05/tire				
Semi-Truck Tire	\$6.00/tire	\$6.15/tire				
Tractor Tire	\$12.60/tire	\$12.90/tire				
Hot Water Heater	\$0.00	\$0.00				
Large Appliance	\$0.00	\$0.00				
Vote on Motion	Mr. Ward	Nay	Mrs. Martin	Aye	Mr. Wuertz	Aye

**RESOLUTION NO. 00-356**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

Sharon Aspery has been moved from Income Maintenance Worker 3 to Social Services Worker 1 for Human Services; effective date of change is May 3, 2000.

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

**RESOLUTION NO. 00-357**

**IN THE MATTER OF AUTHORIZING SUBMITTAL OF APPLICATION FOR HAZARDOUS MATERIALS TRAINING GRANT:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to authorize the submittal of application for Hazardous Materials Training Grant. The grant requests full funding for special Hazardous Material training to be conducted by instructors at the University of Findlay. This is a compensation type grant with the county paying all associated costs initially and the PUCO reimbursing the county 100% following the training in the amount of \$3,105.00.

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

**RESOLUTION NO. 00-358**

**IN THE MATTER OF PLAT APPROVAL FOR TANNER ESTATES SUBDIVISION:**

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

Situated in the State of Ohio, County of Delaware, Township of Concord, V.M.S. No. 2365, and being all of Lot 4424 in the Heer Subdivision in P.B. 20, Page 4 and a 2.50 Acre Tract, conveyed to Robert E. Jr. and Marie A. Tanner Recorder's Office, Delaware County, Ohio. Lot fee in the amount of \$9.00.

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

**RESOLUTION NO. 00-359**

**IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENTS FOR MEDALLION ESTATES, SECTION 10, PHASES 1 & 2:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the following subdivider's agreements:  
**Medallion Estates, Section 10, Phase 1**

**THIS AGREEMENT** executed on this 1<sup>st</sup>. day of May, 2000, between **MEDALLION PROPERTIES, LLC** as evidenced by the **MEDALLIONESTATES SECTION 10, PHASE 1** Subdivision

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Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown on the Engineer's Estimate approved 4/18/00, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

**All public improvement construction** shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**, but an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

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

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **SEVENTY-FIVE THOUSAND NINE HUNDRED DOLLARS (\$75,900)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

**CONSTRUCTION**

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

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

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or material incident to said construction of improvements.

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

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

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

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

**Medallion Estates, Section 10, Phase 2**

**THIS AGREEMENT** executed on this 1<sup>st</sup>. day of May, 2000, between **MEDALLION PROPERTIES, LLC** as evidenced by the **MEDALLIONESTATES SECTION 10, PHASE 2** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown on the Engineer's Estimate approved 4/18/00, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations of Delaware County, Ohio**. The **SUBDIVIDER** shall pay the entire cost and expense of said improvements.

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

**All public improvement construction** shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**, but an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

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

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWELVE THOUSAND DOLLARS (\$12,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

**Upon the completion of construction**, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of **one year**. Said

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**SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

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

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

**CONSTRUCTION**

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

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

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

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

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

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

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

**RESOLUTION NO. 00-360**

**IN THE MATTER OF APPROVING THE DEVELOPMENT AGREEMENT WITH COLUMBUS SOUTHERN POWER COMPANY FOR THE CONSTRUCTION OF CERTAIN ROAD AND UTILITY IMPROVEMENTS AND CERTAIN DRAINAGE PLANS ON GREEN MEADOWS DRIVE:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the following development agreements:

**DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** executed as of May 1, 2000, is entered into between **COLUMBUS SOUTHERN POWER COMPANY**, an Ohio Corporation ("CSP) and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** ("County").

**WHEREAS**, **CSP** desires to obtain the approval of the County for the construction of certain road and utility improvements upon the land described in the attached Exhibit A and the approval of certain drainage plans, and

**WHEREAS**, County desires **CSP** to construct such improvements in compliance with the County's approved engineering drawings and specifications.

**NOW THEREFORE**, in consideration of the promises and mutual covenants set forth herein the parties agree as follows:

CSP shall construct, install or otherwise make all public improvements described in the attached Exhibit

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A (the "Improvements"). Such construction shall be undertaken in compliance with County's approved engineering drawings and specifications, all of which are a part of this Agreement. Attached hereto as Exhibit B is a performance bond guaranteeing faithful performance of this Agreement and the completion of the improvements in accordance with the County's design, construction and surveying standards. CSP shall pay the entire cost and expense of the improvements.

CSP shall indemnify and save harmless the County, and Orange Township, and all of their officials, employees or agents from all claims, suits, or actions originating from, or on account of, any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of CSP or any of its contractors or from any material, including explosives, or any method used in the construction of the Improvements or by or on account of any accident related to the construction of the Improvements which is caused by negligence or any other act or omission of CSP or of any of its contractors, agents or employees, except for such damages which arise out of the negligent acts or omissions of the County, Orange Township, or any of its officials, employees or agents.

The public improvement construction of Green Meadows Drive Phase 1 shall be completed within 60 days of the completion of CSP's electrical station facility or in a timely manner to facilitate the development of the property to the north. The Future Phase of Green Meadows Drive shall be completed in a timely manner to facilitate the development of the property to the north. An extension of time may be granted if approved by the County Engineer.

Any subdivision of the CSP parcel shall cause the preparation of a preliminary plat for the entire parcel as shown on exhibit A. This shall also include the preparation of a storm water management plan for each watershed as it is subdivided.

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

**ROADWAY AND STORM DRAINAGE**

CSP agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract. If CSP fails to comply with any of the provisions of this Agreement, or defaults in the performance of any of its obligations under this Agreement, and fails within thirty (30) days, after written notice from County to correct such default or noncompliance, County may, at its option, take any one or more of the following actions: (I) stop all work forthwith, or (ii) act against the performance surety to ensure completion of the improvements in accordance with this Agreement. Notwithstanding the foregoing, CSP shall have up to an additional thirty (30) days to correct such default or noncompliance if CSP promptly commences its corrective efforts within the thirty day period described above and diligently continues such corrective actions thereafter.

It is further agreed that upon execution of the Agreement, CSP shall deposit *FOUR THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$4,520* estimated to be necessary to pay the cost of inspection for Phase I by the County Engineer and, if deemed necessary by the County Engineer, testing by an independent and testing laboratory. When the fund has been depleted to ten percent (10%) of the original amount deposited, CSP shall replenish the account, upon notice by the County Engineer. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to CSP, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

**Upon the completion of construction**, CSP shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of **one year**. The Performance Bond may be reduced to an amount estimated by the County Engineer for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or the County engineer's satisfaction. All work shall be done in accordance to the Ohio Department of Transportation specifications, the Delaware County Design, Construction, and Surveying Standards and any Supplements thereto.

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

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

**CONSTRUCTION**

CSP shall, within thirty (30) days following the completion of construction and prior to final acceptance,

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furnish to **Delaware County**, as required, "as built" drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

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

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

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

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

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

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

**RESOLUTION NO. 00-361**

**IN THE MATTER OF ACCEPTING ROADS IN SUMMERFIELD VILLAGE, SECTION 1, PHASES 1 AND 2:**

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

**Summerfield Village, Section 1, Phase 1**

- **Summerfield Drive**, to be known as **Township Road Number 897**
- **Violet Court**, to be known as **Township Road Number 898**
- **Whites Court**, to be known as **Township Road Number 900**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, Dominion Homes.

**Summerfield Village, Section 1, Phase 2**

- **Trillium Drive**, to be known as **Township Road Number 899**
- An extension of 0.13 mile to **Township Road Number 900, Whites court**

We also request approval to return the Letter of Credit being held as maintenance surety to the developer, Dominion Homes.

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

**RESOLUTION NO. 00-362**

**IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN SUMMERFIELD VILLAGE, SECTION 1, PHASES 1 AND 2:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to authorize stop conditions at the following locations:

**Summerfield Village, Section 1, Phase 1**

- On Township Road Number 897, Summerfield Drive, at its intersection with Township Road Number 114, Orange Road
- On Township Road Number 898, Violet Court, at its intersection with Township Road Number 897, Summerfield Drive
- On Township Road Number 900, Whites Court, at its intersection with Township Road Number 897, Summerfield Drive

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**Summerfield Village, Section 1, Phase 2**

- On Township Road Number 899, Trillium Drive, at its intersection with Township Road Number 900, Whites Court

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

**RESOLUTION NO. 00-363**

**IN THE MATTER OF AUTHORIZATION TO TAKE ACTION ON THE BONDS OF MHD COMPANIES AND NHG DEVELOPMENT GROUP FOR SUBDIVISIONS DAKHTEH TWO AND TARTAN FIELDS, SECTION 14:**

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

Whereas proper notification has been given to MHD Companies for Dakhteh Two and NHG Development Group for Tartan Fields, Section 14 that action will be taken against the bonds of their respective subdivisions if no response has been received from them by May 1, 2000. As of this date no response has been received. Therefore authority to take action is requested.

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

**RESOLUTION NO. 00-364**

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000033	Suburban Natural Gas	Wilshire Estates Section 3,2	Lay gas main
U000034	General Telephone	Lewis Center Road	Place telephone cable
U000035	Sprint Telephone	Rome Corners Road	Install telephone cable
U000036	Ameritech	Old 3C Highway	Lay buried cable
U000037	Del-Co Water	Old 3C Highway	Install waterline
U000038	Columbia Gas	Scioto Reserve Section 3,1	Install gas main

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

**RESOLUTION NO. 00-365**

**IN THE MATTER OF APPROVING THE RIGHT OF WAY ACQUISITION FROM U.S. DEPARTMENT OF ARMY FOR REPLACEMENT OF NORTH OLD STATE ROAD BRIDGE:**

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

**DEPARTMENT OF THE ARMY**  
**EASEMENT FOR PUBLIC ROAD OR STREET**  
**LOCATED ON**  
**ALUM CREEK LAKE**  
**DELAWARE COUNTY, OHIO**  
**TRACTS NOS. 1123 AND 1126**

**THE SECRETARY OF THE ARMY** under and by virtue of the authority vested in the Secretary by Title 10, United States Code Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to **THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereinafter referred to as the grantee, an easement for a road or street, hereinafter referred to as the facilities, over, across, in and upon lands of the United States at the general location shown in red on Exhibit A and more fully described in Exhibits B and C all of which are attached hereto and made a part hereof, hereinafter referred to as the premises.

**THIS EASEMENT** is granted subject to the following conditions:

**1. TERM**

This easement is granted in perpetuity.

**2. CONSIDERATION**

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The consideration of this easement shall be the construction, operation and maintenance of a public road for the benefit of the United States and the general public in accordance with the terms herein set forth.

**3. NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, 502 Eighth Street, Huntington, West Virginia 25701-2070, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

**5. SUPERVISION BY THE DISTRICT ENGINEER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Huntington District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

**6. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

**7. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

**8. INSPECTION AND REPAIRS**

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

**9. PROTECTION OF GOVERNMENT PROPERTY**

The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

**10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

**11. RIGHT TO CONNECT**

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of the right-of-way herein granted.

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**12. OTHER AGENCY AGREEMENTS**

It is understood that the provisions of the conditions on **SUPERVISION BY THE DISTRICT ENGINEER** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

**13. TERMINATION**

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

**14. SOIL AND WATER CONSERVATION**

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

**15. ENVIRONMENTAL PROTECTION**

**a.** Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

**b.** The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

**c.** The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

**16. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

**17. NON-DISCRIMINATION**

**a.** The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

**b.** The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. ' 2000d); the Age Discrimination Act of 1975 (42 U.S.C. ' 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. ' 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

**18. RESTORATION**

On or before the termination or revocation of this easement, the grantee shall, without expense to the United States and within such time as said officer may indicate, restore the premises to the satisfaction of said officer. In the event the grantee shall fail to restore the premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the

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restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

**19. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. ' 403), Section 404 of the Clean Water Act (33 U.S.C. ' 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the premises.

**20. ADITIONAL CONDITIONS**

**a.** Upon completion of work, the work area shall be graded, seeded and mulched to the satisfaction of the said officer.

**b.** The grantee shall notify the Resource Manager, Alum Creek Lake, and the Alum Creek State Park Manager prior to beginning construction.

**THIS EASEMENT** is not subject to Title 10, United States Code, Section 2662, as amended.

**DEPARTMENT OF THE ARMY LICENSE**

**ALUM CREEK LAKE**

**DELAWARE COUNTY, OHIO**

**TRACTS NOS. 1123, 1126 AND 1128**

**THE SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, acting under his general administrative powers, hereby grants to **THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, 50 Channing Street, Delaware, Ohio 43015 hereinafter referred to as the grantee, a license for a temporary construction work area, over, across, in and upon lands of the United States, at the general location shown in red on Exhibit A and further described in Exhibit B, both of which are attached hereto and made a part hereof, hereinafter referred to as the premises.

**THIS LICENSE** is granted subject to the following conditions:

**1. TERM**

This license is granted for a term of five years, beginning April 24, 2000, and ending April 23, 2005, but revocable at will by the Secretary.

**2. CONSIDERATION**

The consideration of this easement shall be the construction, operation and maintenance of a public road for the benefit of the United States and the general public in accordance with the terms herein set forth.

**3. NOTICES**

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, U.S. Army Corps of Engineers, 502 Eighth Street, Huntington, West Virginia 25701-2070; or as from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "ficer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

**5. SUPERVISION BY THE DISTRICT ENGINEER**

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, Huntington District hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

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**6. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

**7. CONDITIONAL USE BY GRANTEE**

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises;
- c. subject to other outgrants of the United States on the premises;
- d. personal to the grantee, and this license, or any interest herein, may not be transferred or assigned.

**8. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

**9. COST OF UTILITIES**

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payments shall be made in the manner prescribed by the officer having such jurisdiction.

**10. PROTECTION OF PROPERTY**

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore the property to a condition satisfactory to said officer.

**11. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

**12. RESTORATION**

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

**13. NON-DISCRIMINATION**

The grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises. The grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and

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Transportation Barriers Compliance Board.

**14. TERMINATION**

This license may be terminated by the grantee at any time by giving the District Engineer at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event said notice is not given at least ten (10) days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

**15. ENVIRONMENTAL PROTECTION**

**a.** Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

**b.** The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

**c.** The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

**16. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

**17. DISCLAIMER**

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U.S.C. § 403), and Section 404 of the Clean Waters Act (33 U.S.C. § 1344).

**18. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

**19. NON-DISCRIMINATION**

**a.** The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

**b.** The grantee, by acceptance of this license, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. ' 2000d); the Age Discrimination Act of 1975 (42 U.S.C. ' 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. ' 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

**20. ADDITIONAL CONDITIONS**

**a.** Upon completion of work, the work area shall be graded, seeded and mulched to the satisfaction of the said officer.

**b.** The grantee shall notify the Resource Manager, Alum Creek Lake, and the Alum Creek State Park

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Manager prior to beginning construction.

**THIS LICENSE** is not subject to Title 10, United States Code, Section 2662, as amended.

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

**RESOLUTION NO. 00-366**

**7:30 PM -IN THE MATTER OF PUBLIC HEARING TO CONSIDER THE IMPROVEMENTS TO  
EXTENSION OF SALISBURY DRIVE TO LIBERTY ROAD, TOWNSHIP ROAD NUMBER 694,  
LIBERTY TOWNSHIP**

**REPLACE OR REHABILITATE TRUSS BRIDGE LOCATED ON WEST ORANGE ROAD,  
TOWNSHIP ROAD NUMBER 114, LIBERTY TOWNSHIP**

**REPLACE TRUSS BRIDGE AND REALIGNMENT OF MILLS ROAD, COUNTY ROAD NUMBER  
150, CONCORD TOWNSHIP**

**REHABILITATE THE TYLER ROAD TRUSS BRIDGE NUMBER 175-00.05, SCIOTO TOWNSHIP**

**REPLACE THE DONOVAN ROAD BRIDGE, COUNTY BRIDGE NUMBER 264-01.50 THOMPSON  
TOWNSHIP**

**REPLACE BRIDGE DECK OF SOUTH GALENA ROAD BRIDGE OVER THE LITTLE WALNUT  
CREEK, COUNTY BRIDGE #34-01.20, BERSHIRE TOWNSHIP:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to Open the Hearing at 7:36 PM.

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

It was moved by Mr. Ward, seconded by Mr. Wuertz to Close the hearing at 7:47 PM.

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

**RESOLUTION NO. 00-367**

**IN THE MATTER OF ESTABLISHING THE NEED TO AND DECLARING NECESSARY BY AN  
UNANIMOUS VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE  
COUNTY, OHIO THE FOLLOWING:**

**EXTENSION OF SALISBURY DRIVE TO LIBERTY ROAD, TOWNSHIP ROAD NUMBER 694,  
LIBERTY TOWNSHIP**

**REPLACE OR REHABILITATE TRUSS BRIDGE LOCATED ON WEST ORANGE ROAD,  
TOWNSHIP ROAD NUMBER 114, LIBERTY TOWNSHIP**

**REPLACE TRUSS BRIDGE AND REALIGNMENT OF MILLS ROAD, COUNTY ROAD NUMBER  
150, CONCORD TOWNSHIP**

**REHABILITATE THE TYLER ROAD TRUSS BRIDGE NUMBER 175-00.05, SCIOTO TOWNSHIP  
REPLACE THE DONOVAN ROAD BRIDGE, COUNTY BRIDGE NUMBER 264-01.50 THOMPSON  
TOWNSHIP**

**REPLACE BRIDGE DECK OF SOUTH GALENA ROAD BRIDGE OVER THE LITTLE WALNUT  
CREEK, COUNTY BRIDGE #34-01.20, BERKSHIRE TOWNSHIP:**

WHEREAS,            Section 5553.04 of the Ohio Revised Code, provides that when the Board of County  
Commissioners is of the opinion that it will be necessary for the public convenience and welfare  
to locate, establish, alter, widen, straighten, vacate or change the direction of a public road, it  
shall so declare by Resolution; now, therefore, upon motion of Commissioner Mr. Wuertz,  
seconded by Commissioner Mr. Ward.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONER OF DELAWARE COUNTY, OHIO:

Section 1)            That the Clerk of the Board of County Commissioners of Delaware County, Ohio, did cause  
legal publication on April 13, 2000 and on April 21, 2000 in accordance with the law

Section 2)            That on April 24, 2000, at 1:00 PM and April 27, 2000, at 2:00 PM the above projects, were

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viewed by the Delaware County Commissioners on the line of said proposed improvements The public hearing on this matter was held on May 1, 2000, at 7:30 PM.

Section 3) That it is necessary for the public convenience and welfare that proceedings be initiated to proceed with the above projects.

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

**RESOLUTION NO. 00-368**

**IN THE MATTER TO PREPARE SURVEYS, PLANS ESTIMATES, SPECIFICATIONS AND PLATS FOR THE FOLLOWING AS VIEWED ON APRIL 24, 2000, AT 1:00 PM AND ON APRIL 27, 2000, AT 2:00 PM :**

**EXTENSION OF SALISBURY DRIVE TO LIBERTY ROAD, TOWNSHIP ROAD NUMBER 694, LIBERTY TOWNSHIP**

**REPLACE OR REHABILITATE TRUSS BRIDGE LOCATED ON WEST ORANGE ROAD, TOWNSHIP ROAD NUMBER 114, LIBERTY TOWNSHIP**

**REPLACE TRUSS BRIDGE AND REALIGNMENT OF MILLS ROAD, COUNTY ROAD NUMBER 150, CONCORD TOWNSHIP**

**REHABILITATE THE TYLER ROAD TRUSS BRIDGE NUMBER 175-00.05, SCIOTO TOWNSHIP**

**REPLACE THE DONOVAN ROAD BRIDGE, COUNTY BRIDGE NUMBER 264-01.50 THOMPSON TOWNSHIP**

**REPLACE BRIDGE DECK OF SOUTH GALENA ROAD BRIDGE OVER THE LITTLE WALNUT CREEK, COUNTY BRIDGE #34-01.20, BERKSHIRE TOWNSHIP:**

THE COUNTY ENGINEER SHALL FILE ALL NECESSARY PLANS, ESTIMATES, SPECIFICATIONS, SURVEYS AND PLATS AT THE EARLIEST DATE POSSIBLE.

WHEREAS, on March 27, 2000, by Resolution No. 00-265, the Board of County Commissioners did fix the public viewing for April 24, at 1:00 PM and by Resolution No. 00-325 did fix the public viewing for April 27, 2000, at 2:00 PM and the final public hearing, for May 1, 2000, at 7:30 PM.

WHEREAS, legal notice was published in a newspaper of general circulation in said County; and

WHEREAS, on May 1, 2000, the Board of County Commissioners of Delaware County, Ohio, adopted a Resolution declaring it necessary for the above projects.

WHEREAS, the Board of County Commissioners of Delaware County, Ohio, did on the April 24 and April 27, 2000, the days fixed for the viewing of said proposed improvement of the above projects, met on the line thereof as described in said Resolution of Necessity to go over and along the line of said proposed improvements and the premises adjacent thereto, which are affected thereby and does find the proposed improvements are of sufficient importance to require that the Engineer of Delaware County, Ohio be instructed and directed to make all necessary surveys, plans, estimates, specifications and plats;

Now, therefore, upon motion of Commissioner Ward, seconded by Commissioner Wuertz.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

Section 1) That the Engineer of Delaware County, Ohio, be and hereby is authorized and instructed to make all necessary, plans, estimates, specifications, surveys, and plats of the proposed improvements to the projects, an accurate and detailed description of each tract of land which will be necessary to be taken, together with the names of each owner, to set stakes at the termini of each right-of-way line and at all angles between such termini and at sufficient other points in the right-of-way lines so that the bounds of the proposed herein described road improvement may be discernible in the property owners' property.

The Engineer's plans, estimates, specifications, surveys and plats of the proposed improvements shall be submitted to the County Commissioners at the earliest date possible.

Section 2) That the Delaware County Engineer, by his request, is hereby authorized and directed to investigate and recommend to this Board a consulting engineer to be employed to assist him in the preparation of plans and all other related documents for the above mentioned improvement.

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

There being no further business, the meeting adjourned.

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Deborah Martin

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James D. Ward

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Donald Wuertz

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Letha George, Clerk to the Commissioners