

**COMMISSIONERS- JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 22, 1999**

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

James Ward , Deborah Martin, Donald Wuertz

**RESOLUTION NO. 99-152**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD FEBRUARY 16, 1999:**

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve resolutions and minutes from regular meeting held February 16, 1999.

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

**PUBLIC COMMENT**

Mr. Tom Price of the Farmland Preservation Committee gave a brief report on the progress of the Committee.

**RESOLUTION NO. 99-153**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 235291 THROUGH 235809:**

It was moved by Mr. Ward seconded by Mrs. Martin to approve for payment warrants 235291 through 235809 as on file in the office of the Delaware County Commissioners

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

**RESOLUTION NO. 99-154**

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

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following travel expense requests.

Sanitary Engineer is requesting that Jack Smelker attend an Analyzing Construction Schedules Seminar on April 17, 1999, in the amount of \$675.00.

Sanitary Engineer is requesting that Lita Chidester attend an Environmental Symposium in Cincinnati on March 30 & 31, 1999, in the amount of \$629.00.

Records Center is requesting that Christine Shaw attend an Open House/Display for Optical Disk Based Information Systems at Worthington on February 24, 1999, in the amount of \$23.00.

Maintenance is requesting that Helen Colegrove and Dave Ferguson attend a Master Gardener Course at various locations during the spring and summer of 1999 in the amount of \$200.00

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

**RESOLUTION NO. 99 – 155**

**IN THE MATTER OF ACCEPTING THE MONTHLY TREASURER’S REPORT:**

It was moved by Mr. Ward, seconded by Mrs. Martin to accept the monthly treasurer’s report.

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

**RESOLUTION NO. 99-156**

**IN THE MATTER OF ADOPTING A RESOLUTION OF CONGRATULATIONS TO ROBERT D. HARVEY UPON HIS RETIREMENT FROM PUBLIC SERVICE WITH DELAWARE COUNTY:**

It was moved by Mrs. Martin seconded by Mr. Ward to approve the following resolution of congratulations:

WHEREAS, Robert D. Harvey has been an employee with Delaware County for over 27 years, and

WHEREAS, Robert D. Harvey has faithfully served the citizens of Delaware County as Social Services and Income Maintenance Supervisor for the County Department of Human Services, and as Interim Superintendent for the County Home, and

WHEREAS, The Board of Commissioners of Delaware County wishes to express its sincere appreciation to Robert D. Harvey for his many years of service to the citizens through the Department of Human Services.

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NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates Robert D. Harvey on his retirement and wishes him the very best in all his future endeavors, and

BE IT FURTHER RESOLVED: That the Clerk of the Board of commissioners shall cause this Resolution to be spread upon the Board's Official Journal

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

**RESOLUTION NO. 99-157**

**IN THE MATTER OF ADOPTING A RESOLUTION OF CONGRATULATIONS TO JAMES THARP UPON HIS RETIREMENT FROM PUBLIC SERVICE WITH DELAWARE COUNTY:**

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

WHEREAS, James Tharp has been an outstanding public official with Delaware County for over 27 years, and

WHEREAS, James Tharp has faithfully served the citizens of Delaware County as an Emergency Medical Technician with the Sheriff's Office and the Emergency Medical Services, and

WHEREAS, The Board of Commissioners of Delaware County wishes to express its sincere appreciation to James Tharp for his many years of outstanding service and contributions to the citizens in the Public Safety arena.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates James Tharp on his retirement and wishes him the very best in all his future endeavors. Mr. Tharp's diligence, experience and excellent service will be sorely missed, and

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

Vote on motion: Mr. Ward Aye Mrs. Martin Aye Mr. Wuertz Aye

**RESOLUTION NO. 99 -158**

**IN THE MATTER OF PLAT APPROVAL FOR CLOVER POND ESTATES:**

It was moved by Mrs. Martin seconded by Mr. Ward to approve the following Plat:

Situated in the Township of Berlin, County of Delaware, State of Ohio, Located in Lot 20, Section 3, Township 4, Range 18, United States Military Lands, containing and being all of a 9.19 acre tract conveyed to Billy L. Holobaugh and Durena R. Holobaugh, husband and wife and described in deed recorded in deed book 532, page 285, Recorder's Office, Delaware County, Ohio. Lot numbers 960 through 962. Lot fee in the amount of \$9.00.

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

**RESOLUTION NO. 99-159**

**IN THE MATTER OF ACCEPTING ROADS IN HIGHLAND LAKES EAST, SECTION 8, PART 2:**

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

**Highland Lakes East, Section 8, Part 2**

- An extension of 0.11 mile to **Township Road Number 751, Inverness Street**
- An extension of 0.06 mile to **Township Road Number 752, Sunningdale Drive**
- An extension of 0.03 mile to **Township Road Number 753, Wentworth Court**
- **Maidstone Court**, to be known as **Township Road Number 837**

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. 99-160**

**IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN HIGHLAND LAKES EAST, SECTION 8, PART 2:**

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

**Highland Lakes East, Section 8, Part 2**

- On Township Road Number 837, Maidstone Court, at its intersection with Township Road Number 751, Inverness Street
- On Township Road Number 752, Sunningdale Drive, at its westbound intersection with Township Road Number 751, Inverness Street

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

**RESOLUTION NO. 99-161**

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

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following right-of-way work permit summary sheet:

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
2132	Columbia Gas	Galena Pointe	Install gas main
2151	Del-Co Water	Harriott Road	Install fire hydrant
2152	Del-Co Water	Cook Road	Install fire hydrant
2155	Ameritech	Old 3 C Highway	Construct gravel pull-off and trench
2156	Ameritech	Lazelle Road	Install manhole

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

**RESOLUTION NO. 162**

**IN THE MATTER OF APPROVING SPECIAL HAUL PERMITS FOR OVERSIZE AND OVERWEIGHT LOADS:**

It was moved by Mr. Ward and seconded by Mrs. Martin to approve the following resolution:

WHEREAS, Section 4513.34 of the Ohio Revised Code, in part, grants permission to local authorities with respect to highways under their jurisdiction, to issue special permits for the operation or movement of vehicles or combinations of vehicles or combinations of vehicles of a size or weight of a vehicle or load exceeding the maximum specified in sections 5577.01 to 5577.09 of the Ohio Revised Code.

WHEREAS, the Delaware County Commissioners in their efforts to effectively control the use of county maintained roads and township roads with county maintained structures, have set forth conditions whereby permission may be granted to operate such oversize or overweight vehicles or move such oversize or overweight loads in a manner that will not materially affect the safety of the motoring public or the integrity of the highways or structures.

WHEREAS, the attached list requests for permitted vehicles or loads are agreed upon having been reviewed and approved by the Delaware County Engineer in accordance with the provisions of the *Manual for Issuance of Special Haul Permit*;

NOW THEREFORE BE IT RESOLVED, that the permits as listed below are hereby approved by the Board of Commissioners.

<b>PERMIT APPLICANT</b>	<b>PERMIT ID</b>	<b>#</b>	<b>FEE</b>
K. HEMPCO BLDG. SUPPLY CO.	P0313	56,000	\$150.00
JOE DECENZO CUSTOM WOODWORKING & CEMENT	P0314	65,000	\$150.00
BURNS TRANSFER	P0315	72,000	\$150.00
L & M EXCAVATORS, INC.	P0316	61,500	\$150.00
L & M EXCAVATORS, INC.	P0317	61,500	\$150.00
L & M EXCAVATORS, INC.	P0318	25,900	\$150.00
L & M EXCAVATORS, INC.	P0319	61,500	\$150.00
BULK AGGREGATES	P0320	68,500	\$150.00
FRANK BALL TRUCKING	P0321	61,250	\$150.00
HOSTETLER TRUCKING INC.	P0322	80,000	\$150.00
HOSTETLER TRUCKING INC.	P0323	80,000	\$150.00
HOSTETLER TRUCKING INC.	P0324	69,500	\$150.00
HOSTETLER TRUCKING INC.	P0325	69,500	\$150.00

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SHEPHERD EXCAVATING INC.	P0326	30,400	\$150.00
MITCHELL TRANSPORT	P0327	57,520	\$150.00
ELLIS BROS. CONCRETE	P0328	61,300	\$150.00
ELLIS BROS. CONCRETE	P0329	61,300	\$150.00
ELLIS BROS. CONCRETE	P0330	61,300	\$150.00
ELLIS BROS. CONCRETE	P0331	65,200	\$150.00
ELLIS BROS. CONCRETE	P0332	65,200	\$150.00
ELLIS BROS. CONCRETE	P0333	65,200	\$150.00
ELLIS BROS. CONCRETE	P0334	65,200	\$150.00
ELLIS BROS. CONCRETE	P0335	65,200	\$150.00
ELLIS BROS. CONCRETE	P0336	71,700	\$150.00
ELLIS BROS. CONCRETE	P0337	71,700	\$150.00
NEWCON INC.	P0338	40,000	\$150.00
NEWCON INC.	P0339	61,500	\$150.00
NEWCON INC.	P0340	61,500	\$150.00
OWL CREEK CONTRACTING INC.	P0341	70,000	\$150.00
OWL CREEK CONTRACTING INC.	P0342	70,000	\$150.00
OWL CREEK CONTRACTING INC.	P0343	70,000	\$150.00
KINGSWOOD LUMBER CO.	P0344	29,000	\$150.00
KINGSWOOD LUMBER CO.	P0345	25,500	\$150.00
KINGSWOOD LUMBER CO.	P0346	29,000	\$150.00
JOE DECENZO CUSTOM WOODWORKING & CEMENT	P0347	65,000	\$150.00
AC HAULING, INC	P0348	46,120	\$150.00
AC HAULING, INC	P0349	47,540	\$150.00
OBETZ HDWE. & BLDRS. SUPPLY INC.	P0350	55,500	\$150.00

**TOTAL POSTED ROAD EXPECTED DAMAGE FEE** **\$5,700.00**

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

**RESOLUTION NO. 99-163**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR ASPHALT MATERIALS:**

It was moved by Mrs. Martin , seconded by Mr. Ward to approve specifications and set bid opening date and time for **Monday, March 15, 1999, at 10:15 AM**

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

**RESOLUTION NO. 99-164**

**IN THE MATTER OF APPROVAL OF RESOLUTION WITH PUBLIC UTILITIES COMMISSION FOR IMPROVEMENTS ON PEACHBLOW ROAD RAILROAD CROSSING:**

Mrs. Martin moved the adoption of the following Resolution at a meeting of the Board of Commissioners of Delaware County, Ohio, Mr. Ward seconded the motion.

WHEREAS, the Public Utilities Commission of Ohio ("Commission") has determined that a certain highway-railroad grade crossing in Delaware County, Ohio is dangerous and hazardous to the traveling public.

WHEREAS, the Commission has determined, and the Delaware County Commissioners ("County") agree, that the public safety and interest would be served by (the installation or modernization) of the exiting warning devices ("Improvement") at the following identified at grade crossing:

NOW THEREFORE, BEITRESOLVED, that the Commissioners of Delaware County, Ohio hereby take the following action:

1. RESOLVED that the Improvement be implemented where the track(s) of Norfolk & Western intersect of CR 98/Peachblow Rd. (grade crossing), being more specially identified by a US AAR-DOT No. 481-487 M and consent is hereby given to the Commission to proceed.
2. FURTHERRESOLVED, that the County agrees to place all advance warning signs and pavement markings on the approaches to the grade crossing in conformance with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) as adopted under 4511.11 of the Ohio Revised Code at such time as the Improvement described above is completed and

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maintain same thereafter.

3. FURTHERRESOLVED, that the County agrees that in the event the County is responsible for causing the suspension of termination of the Improvement, the County hereby agrees to reimburse the Commission for all costs incurred up to said time of suspension or termination. Said reimbursement shall be made to the Commission within sixty (60) days of receipt of an invoice for the costs incurred resulting from said suspension or termination.
4. FURTHER RESOLVED, that the County agrees to arrange for the relocation, rearrangement or alteration of all utilities of any nature which are located on public right-of-way and which will be affected by or interfere with the construction of said Improvement. Said relocation, rearrangement or alteration will be done at such time as requested by the Commission and will be performed solely at the expense of the utility and at no cost to the Improvement or the railroad. To the extent that the installation of curbing is required in conformance with OMUTCD requirements as part of the improvement, the County agrees to install and maintain such curbing at its sole expense.
5. FURTHER RESOLVED, to the extent permitted by law... the County hereby agrees that the Public Utilities Commission of Ohio, Ohio Rail Development Commission, and Ohio Department of Transportation shall be and is saved harmless from any and all damages or claims thereof arising from on growing out of the certification or obligation made or agreed to hereinabove

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

**RESOLUTION NO. 99-165**

**IN THE MATTER OF APPROVING SANITARY SEWER PLAN FOR MEADOWS AT CHESHIRE, SECTION 3, PARTS 1, 2, & 3**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve sanitary sewer plans for Meadows at Cheshire, Section 3, Parts 1, 2, & 3 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION 99 - 166**

**IN THE MATTER OF SANITARY SUBDIVIDERS AGREEMENTS FOR VILLAGES AT ALUM CREEK, SECTION 3:**

It was moved by Mrs. Martin, seconded by Mr. Ward to accept the following Sanitary Subdividers Agreement:

**VILLAGES AT ALUM CREEK, SECTION 3**

This agreement executed on this 22nd day of February, 1999, by and between M/I SCHOTTENSTEIN HOMES as evidenced by the VILLAGES AT ALUM CREEK, SECTION 3 Subdivision Plat as 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 and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT , pay to the DELAWARE COUNTY SANITARY ENGINEER \$168,150.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 57 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

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 (\$202,300.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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

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All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by THE COUNTY COMMISSIONERS but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this agreement the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$11,000.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of :

INSPECTOR \$40.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,00.00, the SUBDIVIDER shall make an additional deposit of \$1,00.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.25 per foot of sewer which will be deducted to cover the one year reinspection.

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

The subdivider shall provide to the COUNTY all necessary easements or right of ways required to complete the IMPROVEMENTS all of which shall be obtained at the expense of the SUBDIVIDER.

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION**

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

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

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

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

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

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

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

**RESOLUTION NO. 99-167**

**IN THE MATER OF ACCEPTANCE OF THE SANITARY SEWERS IN SUMMERFIELD VILLAGE, PHASE 1 AND SUMMERFIELD VILLAGE, PHASE 2:**

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

Summerfield Village, Phase 1	3,484 feet of 8 inch sewer	15 manholes
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Summerfield Village Phase 2	917 feet of 8 inch sewer	4 manholes
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Vote on Motion:      Mr. Ward      Aye      Mrs. Martin      Aye      Mr. Wuertz      Aye

**RESOLUTION NO. 99-168**

**IN THE MATTER OF ACCEPTING AND AWARING THE BID SUBMITTED BY SCOTT CLUFF FOR RENTAL OF COUNTY HOME FARMLAND:**

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

Whereas, Delaware County went out to bid and bids were taken on February 8, 1999, and

Whereas, after carefully reviewing the bids received, the bid submitted by Scott Cluff of Cluff Farms has been determined to be the lowest and best bid;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bid submitted by Scott Cluff of Cluff Farms for the rental of the county home farm land.as indicated in the document below.

**SECTION I.      DATE, PARTIES TO LEASE, AND DESCRIPTION OF PROPERTY**

1. This lease is made this 22<sup>nd</sup> day of February 1999 by and between Delaware County Commissioners, Ohio, landlord, and Cluff Farms, tenant.
2. The landlord, in consideration of the hereinafter described agreements made by the tenant, does hereby lease to the tenant to occupy and use for agriculture purposes only the following described real estate situated in the County of Delaware, State of Ohio: 183 of 218 acres located in Section (s) 18, Town 5, Range 1 & 2 of Brown Township and further described as Cropland of Delaware County Home Farm, except for the following reservations: Buildings, Pasture Land and Barn and Feedlots.

**SECTION II.      LENGTH OF LEASE**

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for a term of one (1) year beginning on the 1st day of March, 1999 at 12:00 o'clock noon and ending on the last day of February, 2000, and for two (2) 1-year periods thereafter with written notice of intent to renew is given to the landlord on or before December 15 each year an additional one year option will be granted on the same terms as the first one year option. The Landlord reserves the right not to grant the renewal and will do so in writing by December 15 of any given year.

**SECTION III.      PAYMENT OF RENT**

For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, his heirs or assigns, an annual rent of \$19,215.00 being computed at \$105.00 per acre.

One half of this rent shall be due and payable at the Delaware County Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio 43015 on or before April 1, 1999, and the remaining one half due and payable on or before October 1, 1999 for the crop year. Option renewal payments will be due in the same manner the year's lease is renewed.

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Failure to pay rent on time will automatically result in non-renewal of lease.

**SECTION IV. LANDLORD CONTRIBUTION**

1. The landlord will furnish the above described real estate.
2. The landlord will maintain recommended lime levels on land.

**SECTION V. TENANT'S CONTRIBUTION AND CARE OF PROPERTY**

1. The tenant agrees to farm the land in a husbandlike manner.

**SECTION VI. SYSTEM OF FARMING AND SOIL MAINTENANCE**

Lease will provide renter exercise such recommended agriculture practices as they relate to non-plowing of identified surface drainage courses, leave straw on fields planted to wheat or oats, fertilization of crops and use of only acceptable herbicides and pesticides which have no residual carry over.

Said lease shall be for purpose of use of land for crop purposes and does not provide for use of buildings, utilities or pasturing livestock.

**SECTION VII. RIGHT OF ENTRY**

The landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the tenant as provided in this lease.

**SECTION VIII. HEIRS AND SUCCESSORS**

This lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant. However, if the lease is for more than one year and: (1) the farm is sold or transferred during the term of this lease, the transaction is subject to terms of this lease. (2) In the event of the death of the tenant during the terms of the lease, the lease shall be terminated at the end of the lease year in which the death occurs at the option of the landlord.

**SECTION IX. ARBITRATION**

In case of inability to settle disagreements concerning this lease, the matter shall be submitted to arbitration. A committee of three disinterested persons, one to be chosen by the landlord, one by the tenant, and the two thus chosen shall select a third, shall arbitrate the conflict and their decision shall be binding on both parties.

**SECTION X. YIELDING POSSESSION AT END OF LEASE**

The tenant agrees that at the expiration of this lease he will yield possession of the property to the landlord without further notice and that it will be in as good order and condition as when the same was entered by the tenant, loss by fire, or other unavoidable casualty and ordinary wear and tear expected.

**SECTION XI. SUBLEASING**

The tenant will not re-lease or sublet said property or any part thereof without the written consent of the landlord.

**SECTION XII. ADDITIONAL FEATURES**

The tenant agrees that 35 of the 218 acres will be set aside for the application of treated sludge from the Olentangy Waste Water Treatment Plant and the Alum Creek Waste Water Treatment Plant, upon its completion, by the Delaware County Sanitary Engineer. The 35 acres will be rotated annually, and will be flagged by the Sanitary Engineer's Office before fall tillage.

The tenant further agrees to allow time after harvest for the application of sludge on any of the remaining 183 acres before fall tillage. All applications of sludge will meet EPA guidelines.

In witness whereof, the parties have signed this lease on the date named in Section I.



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

**RESOLUTION NO. 99-169**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BIDS SUBMITTED FOR THE  
RENOVATION OF THE CARNEGIE LIBRARY:**

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

Whereas, Delaware County went out to bid and bids were taken on February 8, 1999, and

Whereas, after carefully reviewing the bids received, the bid submitted by vendors listed below have been determined to be the lowest and best bids;

Now Therefore Be It Resolved, by the Board of Commissioners, Delaware County, State of Ohio, approve and accept the bids submitted as listed below with Alternate G-1 (Clay Tile Roof) of the General Contract excluded making the total bid amount \$2,565, 477.00 for the Renovation of the Carnegie Library as specified in the contract on file at the Delaware County Commissioners Office at 101 N. Sandusky Street, Delaware Ohio

Further Be It Resolved, that the contract be extended for 30 days to give ample time to research information regarding the clay tile roof alternate.

**General Contract**

Cody Zeigler, Inc.  
6500 Taylor Road SW  
P.O. Box 200  
Summit Station, Ohio 43073-0200  
Telephone: 614-863-2424  
Fax: 614-863-3510

Item # 1	General Contract Base Bid	\$1,497,000
Item # 1B	Alternate G-1 Clay Tile Roofing In lieu of asphalt shingles	177,000
<i>(this item was not included in the approval of the general contract for \$2,565,477 for the project)</i>		
Total General Contract		\$1,674,000

**Fire Protection Contract** (2<sup>nd</sup> low, Communale Fire Protection decided to drop from consideration)

VFP Fire Systems, Inc.  
6185 Huntley Road  
Sutie H  
Worthington, Ohio 43229  
Telephone: 614-430-0480  
Fax: 614-430-0485

Item # 2	Fire Protection Contract (Base Bid)	\$98,000
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**Plumbing Contract**

Ro-Dan Construction Services  
2581 Lockbourne Road  
Columbus, Ohio 43207  
Telephone: 614-491-6882  
Fax: 614-491-6715

Item # 3	Plumbing Contract (Base Bid)	\$75,400
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**HVAC Contract**

Aggressive Mechanical Inc.  
384 Serenade Street  
Reynoldsburg, Ohio 43068  
Telephone: 614-860-0450  
Fax: 614-864-7055

Item # 4	HVAC Contract (Base Bid)	\$320,500
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**Electrical Contract**

Jess Howard Electric Company  
P.O. Box 95  
6630 Taylor Road  
Blacklick, Ohio 43004  
Telephone: 614-861-1300  
Fax: 614-861-1830

Item # 5 Electrical Contract \$425,777

**Tower Contract**

The Righter Company, Inc.  
2424 Harrison Road  
Columbus, Ohio 43204-3508  
Telephone: 614-272-9700  
Fax: 614-274-3325

Item # 6 Tower Contract (Base Bid) \$148,800

*TOTAL CONSTRUCTION COST (including G-1 clay tile roof - \$177, 000)* \$2,742,477

**BID AWARD APPROVED** **\$2,565,477**

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

**RESOLUTION NO. 99-170**

**IN THE MATTER OF AMENDING THE GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION FOR THE DELAWARE COUNTY INTENSIVE SUPERVISION GRANT:**

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

This Addendum is between the State of Ohio, Department of Rehabilitation and Correction, and DELAWARE COUNTY. It modifies the Community-Based Corrections Program 407 subsidy grant agreement in the amount of \$27,000 executed by the parties on the date of June 8, 1998, for the time period of July 1, 1998 through June 30, 1999.

This modification reflects the Community Corrections Act Grant funds requested by the County. These funds are to be maintained and reported separately from existing Community Corrections Act funding.

The grant award shall be increased by \$27,000.00 from \$66,164,00 to \$93,164.00. total expenditures for Fiscal Year 1999 (July 1, 1998 to June 30, 1999) will not in any case exceed \$93,164.00.

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

**Mr. Tom Holman, Delaware City Manager met with the Commissioners**

**RESOLUTION NO. 99-171**

**IN THE MATTER OF BID OPENING FOR THE ALUM CREEK WATER RECLAMATION FACILITY:**

The following bids were opened.

Superior Electric Company	S-98-1C		\$6,799,000
Romanoff Electric	S-98-1C		\$8,099,412
Danis Shook	S-918-1	Complete	\$48,000,000
	S-98-1A	Complete less Electric	\$41,200,000
	S-98-1B	General	\$39,585,000
Bruner Corporation	S-98-1D	Plumbing	\$489,700
	S-98-1E	HVAC	\$1,547,600
	S-98-1D & 1E	Combined – Deduct	\$31,600

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Jess Howard	S-98-1C	Electric	\$6,438,000
Bay Mechanical & Electrical	S-98-1C	Electric	\$7,594,900
Vaughn Industries Inc.	S-98-1C	Electric	\$8,698,000
	S-98-1C & 1E	Combined – Deduct	\$237,000
	S-98-1E	HVAC	\$973,000
Kirk Williams Company	S-98-1D	Plumbing	\$465,000
	S-98-1E	HVAC	\$948,000
	S-98-1D & 1E	Combined – Deduct	\$39,000
Kokosing Construction	S-98-1	Complete	\$44,744,320
	S-98-1B	General	\$36,414,320

The Bids will be reviewed and a recommendation will follow

There bring no further business, the meeting adjourned.