

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 7, 2002

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

Present: Donald Wuertz (Absent), Deborah Martin, James D. Ward

PUBLIC COMMENT – Jennifer Scott of 161 North Union Street presented her concerns regarding the new Hayes Building. Mr. Mike Mooney of 177 North Union also expressed concerns.

RESOLUTION NO. 02-1270

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF
WARRANTS IN BATCH NUMBERS CMAPR103 AND CMAPR104:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve payment of warrants in batch numbers CMAPR103 and CMAPR104 and Purchase Orders and Vouchers as listed below:

PO's						
	Vendor	Description	Account Number		Amount	
Increases						
	AEP	Electric Utility Service	10011105-5338	\$	40,000.00	
	Petroleum Traders Corp	Gasoline Diesel Fuel	10011106-522822801	\$	15,000.00	
	Accent Communications		40411412-541041002	\$	5,643.52	
Vouchers						
	Dalmation Fire	Fire Protection/Hayes Bldg	40411412-541041002	\$	7,277.00	
	Gleeson	Finish Carpentry/Hayes Bldg	40411412-541041002	\$	20,355.00	
	Otis	Elevator/Hayes Bldg	40411412-541041002	\$	17,599.00	
	Chemcote Paving	Paving/Hayes Bldg	40411412-541041002	\$	12,813.00	
	Chemcote, Inc.	Roofing/Hayes Bldg	40411412-541041002	\$	28,355.04	
	ACP of Ohio	Drywall/Hayes Bldg	40411412-541041002	\$	9,590.00	
	Air Experts	HVAC/Hayes Bldg	40411412-541041002	\$	10,672.00	
	Air Experts	Interior HVAC/Hayes Bldg	40411412-541041002	\$	13,800.00	
	Kirk Williams	Plumbing/Hayes Bldg	40411412-541041002	\$	17,540.87	
	Northwestern OH Security	Security/Hayes Bldg	40411412-541041002	\$	8,940.84	
	Tidewater Products	Chemical Polymer	65211905-5290	\$	5,450.00	
Vote on Motion	Mr. Ward	Aye	Mr. Wuertz	Absent	Mrs. Martin	Aye

RESOLUTION NO. 02-1271

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 49.552 ACRES OF LAND IN
LIBERTY TOWNSHIP TO THE CITY OF POWELL:

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

Whereas on September 11, 2002, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Stephen S. DeWeese, agent for the petitioners, of 49.552 Acres, more or less, in Liberty Township to the City of Powell.

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

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

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 49.552 Acres, more or less, in Liberty Township to the City of Powell.

Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Absent	Mr. Ward	Aye
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RESOLUTION NO. 02 -1272

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

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The Department of Job and Family Services is requesting that Deanna Slone, Candy Hendrickson, Chad Richardson, Julie King, Celia Vail, Tammy Clawson, Karol Hoyle and Donna Eckman attend a Ohio Workforce Sanction /Penalty Training in Franklin County, Ohio October 11, 2002, at no cost.

The Department of Job and Family Services is requesting that Pam Pruett, Jenny Laird and Angie Rayburn attend a Ohio Workforce Sanction /Penalty Training in Crawford County, Ohio October 18, 2002, at no cost.

The Department of Job and Family Services is requesting an increase to Tracey Merrin’s and Chad Richardson’s travel request to a Youth Conference in Chicago, Illinois at the cost of \$146.00.

The Child Support Enforcement Agency is requesting that Regina Prouty, Jill Fetzer, Pat Church and Sandee Pinnick attend a 2002 OFSA Conference in Columbus, Ohio October 20 and 21, 2002, at the cost of \$555.00.

The Auditor’s Office is requesting that Jerry Walraven attend an Oracle Training in Columbus, Ohio October 28 to November 1, 2002, at the cost of \$2,600.00.

The Child Support Enforcement Agency is requesting that Adeana Turley attend a conference on Excelling as a Highly Effective Team Leader in Columbus, Ohio December 9 & 10, 2002, at the cost of \$399.00

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

RESOLUTION NO. 02-1273

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE
PROSECUTOR’S OFFICE:

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
10011102-590	10012101-520	\$ 2,720.00
General Fund/Comm - Contingency	General Fund/Prosecutor - Mat & Sup	

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

RESOLUTION NO. 02-1274

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS, TRANSFER OF
APPROPRIATIONS, AND TRANSFER OF FUNDS FOR THE AUDITOR’S OFFICE:

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

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
20110106 - 520	REA/GIS - Mat & Sup	\$ 1,795.00
20315101 - 520	Data Center - Mat & Sup	\$ 6,935.71

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
10011102 - 590	10015102 - 580	\$ 6,935.71
General Fund/Comm - Contingency	General Fund/Data Center - Transfer	

TRANSFER OF FUNDS

10015102 - 5801	20315101 - 4601	\$ 6,935.71
General Fund/Data Center - Transfer	Data Center - Transfer-in	

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

RESOLUTION NO. 02-1275

IN THE MATTER OF APPROVING PLATS FOR WALNUT WOODS SECTION 1 AND
WEDGWOOD PLACE SECTION 2 AND DITCH MAINTENANCE PETITIONS FOR WEDGWOOD
PLACE SECTION 2 AND WILSHIRE ESTATES SECTION 6 PHASES A & B:

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

Walnut Woods Section 1

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, Being A Part Of Farm Lots 2 & 3, Quarter Township 1, Township 3, Range 18, United States Military Land, And Being Part Of A 32.78 Acre Tract , Conveyed To Grover & Mary Homes, LLC In Record Volume 118, Page 442, Delaware County Recorder's Office. Cost \$9.00.

Wedgwood Place Section 2

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, In Farm Lot Number 23, West Tier Of Lots, In Quarter Township 4, Township 3, North Range 19 West, United States Military Land, And Containing 5.792 Acres Of Land, More Or Less, Conveyed To Virginia Homes, Ltd., By Deed Of Record In Official Record 114, Page 39, Recorder's Office, Delaware County, Ohio. Cost \$30.00.

Ditch Maintenance Petition- Wedgwood Place Section 2

We the undersigned owners of 5.792 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as **Wedgwood Place Section 2** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Wedgwood Place Section 2** Subdivision.

The cost of the drainage improvements is \$ 48,762.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Ten (10) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$ 4,876.20 per lot. An annual maintenance fee equal to 2% of this basis \$ 97.52 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$ 975.20 has been paid to Delaware County.

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

Ditch Maintenance Petition- Wilshire Estates Section 6 Phases A & B

We the undersigned owners of 41.37 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Wilshire Estates Section 6 Phases A & B** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Wilshire Estates Section 6 Phases A & B** Subdivision.

The cost of the drainage improvements is \$ 101,045.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Seventy-five (75) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$1,347.27 per lot. An annual maintenance fee equal to 2% of this basis \$ 26.95 will be collected for each lot. I

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understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$ 2,020.90 has been paid to Delaware County.

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

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

RESOLUTION NO. 02-1276

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR NORTHPOINT MEADOWS SECTION ONE; ESTATES OF GLEN OAK SECTION 1, PHASE A; ESTATES OF GLEN OAK SECTION 1, PHASE B AND TRADITIONS AT HIGHLAND LAKES – ST. MEDAN DRIVE:

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

Northpoint Meadows Section One

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 7th day of October 2002, between MARONDA HOMES as evidenced by the NORTHPOINT MEADOWS SECTION ONE Construction plans filed with the Delaware County Engineer, 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 shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer’s Estimate approved 9/16/02, 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 all 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 of the approval of said subdivision 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.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the SUBDIVIDER further agrees that any violations or non- compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the COUNTY shall have the right to 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 THIRTY-SEVEN THOUSAND ONE HUNDRED DOLLARS 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 laboratory. 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.

The County reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon 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

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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 and 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. 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.

Estates Of Glen Oak Section 1, Phase A**SUBDIVIDER'S AGREEMENT**

THIS AGREEMENT executed on this 7th day of October 2002, between **DOMINION HOMES** as evidenced by the **ESTATES OF GLEN OAK SECTION 1, PHASE A** Construction plans filed with the **Delaware County Engineer**, 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** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 9/24/02, 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 all 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 of the approval of said subdivision 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.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

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It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **THIRTY-SIX THOUSAND NINE HUNDRED DOLLARS** 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 laboratory. 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.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon 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 and 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. 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.

Estates Of Glen Oak Section 1, Phase B

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 7th day of October 2002, between **DOMINION HOMES** as evidenced by the **ESTATES OF GLEN OAK SECTION 1, PHASE B** Construction plans filed with the **Delaware County Engineer**, 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** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 9/24/02, 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 all 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.

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All public improvement construction shall be performed within one year from the date of the approval of said subdivision 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.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non- compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to 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 **ELEVEN THOUSAND TWO HUNDRED DOLLARS** 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 laboratory. 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.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon 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 and 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. 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.

Traditions At Highland Lakes – St. Medan Drive

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 7th day of October, 2002 between **TOLL BROTHERS, INC.** as evidenced by the **TRADITIONS AT HIGHLAND LAKES – ST. MEDAN DRIVE** Plan and the **BOARD**

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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 in the Engineer's Estimate approved 8/20/02 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**

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 **TWO THOUSAND ONE HUNDRED DOLLARS** 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. 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 workman-ship 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 or material incident to said construction of improvements.

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 privileges to make the improvements stipulated herein.

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

RESOLUTION NO. 02-1277

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR DORNOCH ESTATES SECTION 4:

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

Dornoch Estates Section 4

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer’s recent field review, he has determined that minor remedial work will be required during the 2003 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$29,867** for the duration of the one year maintenance period. A Letter of Credit in that amount is currently in place.

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

RESOLUTION NO. 02-1278

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR WALNUT WOODS SECTION 1:

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

Walnut Woods Section 1

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$181,700** and a Letter of Credit in that amount is available to cover the bonding of this project.

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

RESOLUTION NO. 02 -1279

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 work permits:

Permit #	Applicant	Location	Type of Work
U02163	Columbus Southern Power	S. Old 3C Highway	Bore duct
U02164	Verizon	Radnor Road	Auger bore under road

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

RESOLUTION NO. 02-1280

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR SCIOTO RESERVE SECTION 1 PHASE 5; SCIOTO RESERVE SECTION 1 PHASE 6A AND OAKS AT HIGHLAND LAKES 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:

Scioto Reserve Section 1 Phase 5	409 feet of 8 inch sewer	3 manholes
Scioto Reserve Section 1 Phase 6A	540 feet of 8inch sewer	3 manholes
Oaks At Highland Lakes Phase 2	632 feet of 8inch sewer	3 manholes

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

RESOLUTION NO. 02-1281

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO COUNTY AUDITOR:

It was moved by Mr. Ward, seconded by Mrs. Martin to certify to the County Auditor the delinquent accounts for

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placement on the tax duplicate. (Itemized listing available for review at the Commissioners Office until no longer of Administrative value).

Total dollar amount of the delinquent accounts to be assessed to 2003 taxes-\$162,852.89

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

RESOLUTION NO. 02-1282

IN THE MATTER OF SETTING DATE AND TIME FOR LETTERS OF INTEREST AND
STATEMENT OF QUALIFICATIONS FOR RESIDENTIAL AND COMMERCIAL PLAN REVIEW
SERVICES FOR THE DELAWARE COUNTY CODE COMPLIANCE:

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

Letters Of Interest And Statement Of Qualifications For Plan Review Services will be received by the County of Delaware, Ohio at the Office of Fred Fowler 50 Channing Street Delaware, Ohio 43015, until **5:00 pm October 25, 2002.**

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

RESOLUTION NO. 02-1283

IN THE MATTER OF APPROVING THE QUARTERLY REPORT OF THE RECYCLE OHIO
GRANT:

It was moved by Mr. Ward, seconded by Mrs. Martin, to approve the 3rd quarterly Report of the Recycle Ohio Grant.

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

RESOLUTION 02-1284

IN THE MATTER OF APPROVING A RECOMMENDATION FOR THE PURCHASE OF TWO
MODUCOMM COMPUTERIZED RADIO DISPATCH POSITIONS:

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

WHEREAS, there is no two-way High Band radio capability within the Emergency Operations Center, and

WHEREAS, the Sheriff’s Office has requested a third radio communications position to facilitate law enforcement operations by the addition of an approved third dispatcher, and

WHEREAS, funding for the acquisition of these two positions was initially discussed, approved and appropriated during the budget process for FY2002.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the recommendation to purchase one ModuComm computerized radio dispatch position for the Emergency Operations Center and one for the Sheriff’s Operation at an estimated cost of \$38,589.00.

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 Mr. Wuertz Absent Mrs. Martin Aye

RESOLUTION 02-1285

IN THE MATTER OF APPROVING THE PURCHASE OF ADDITIONAL EQUIPMENT FROM ADC
INFORMATION TECHNOLOGY SYSTEMS FOR THE WIRELESS NETWORK:

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

WHEREAS, three Emergency Medical Service (EMS) facilities, Medic 7 (Genoa), Medic 8 (Scioto) and Medic 9 (Harlem), were not included in the original project for installing a wireless network that would link all the EMS facilities, and

WHEREAS, adding the equipment to join these stations with the network will provide them with the same access as the other Medic Stations, and

WHEREAS, adding this equipment will expand the capability for the Sheriff’s deputies to electronically forward

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emergency and field law enforcement reports without requiring them to leave their remote post areas and return to Sheriff's Office.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the recommendation to purchase additional wireless radio equipment from ADC Information Technology Systems to provide access to the network by the three remaining Medic Stations and expand the Sheriff's mobile radio capability at an approximate cost of \$30,000.00.

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

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

RESOLUTION NO. 02-1286

IN THE MATTER OF APPROVING CHANGE ORDER 3 FOR INCA ENTERPRISES, INC., FOR MEDIC STATION 9 (HARLEM):

It was moved by Mr. Ward, seconded by Mrs. Martin to approve change order:

WHEREAS, Bulletins 1 and 4 were issued by the Quandel Group, Inc., for construction changes at Medic Station 9 (Harlem), and

WHEREAS, these bulletins were issued at the request of the Delaware County Emergency Services Division to add additional safety and security features for personnel, and

WHEREAS, these changes represent less than a 1.3% increase over the estimated project cost,

Original Contract	\$409,600.00
Previous Changes	\$ 18,941.24
Change Order 3	\$ 5,642.49
Revised Contract Amount	\$434,183.73

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approves this change order.

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 Mr. Wuertz Absent Mrs. Martin Aye

RESOLUTION NO. 02-1287

IN THE MATTER OF APPROVING CERTIFICATES OF SUBSTANTIAL COMPLETION FOR MIDSTATE ELECTRICAL CONSTRUCTION, INC.; COMFORT EXPRESS, INC.; RHODES HEATING & AIR CONDITIONING AND ROBERTSON CONSTRUCTION FOR THE PORTER KINGSTON EMS NO. 6 ADDITION:

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

Contractor	Project
Midstate Electrical Construction, Inc. 601-A Howard Street Mount Vernon, Ohio 43050	Porter Kingston EMS No. 6 Addition
Comfort Express, Inc 3527 State Route 37 West Delaware, Ohio 43015	Porter Kingston EMS No. 6 Addition
Rhodes Heating & Air Conditioning 436 West Center Street Marion, Ohio 43302	Porter Kingston EMS No. 6 Addition
Robertson Construction 59 Grant Street Newark, Ohio 43055	Porter Kingston EMS No. 6 Addition

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

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RESOLUTION NO. 02-1288

IN THE MATTER OF ACCEPTING WARRANTIES, AS-BUILT DRAWINGS, O&M MANUALS, CONTRACTOR AFFIDAVIT, PREVAILING WAGE AFFIDAVIT, PUNCHLIST CERTIFICATION AND PAYING RETAINAGE FOR BID PACKAGE 21 (KIRK WILLIAMS COMPANY); BID PACKAGE 20 (AIR EXPERTS LLC); BID PACKAGE 28 (AIR EXPERTS LLC) AND BID PACKAGE 16/25 (ACOUSTIC CEILING & PARTITION):

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

Kirk Williams Company	\$ 17,988.13
Air Experts LLC	\$ 47,023.04
Air Experts LLC	\$ 34,099.52
Acoustic Ceiling & Partition	\$68,814.43

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

RESOLUTION NO. 02-1289

IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR BID PACKAGE 1 (DEMOLITION, DRYWALL, PAINTING & ROOFING); BID PACKAGE 2 (DOORS, WINDOWS, FINISH CARPENTRY & MISC. ACCESSORIES); BID PACKAGE 3 (FLOORING); BID PACKAGE 4(MASONRY); BID PACKAGE 5(HVAC); BID PACKAGE 6(PLUMBING) AND BID PACKAGE 7(INTERIOR ELECTRICAL) FOR ALTERATIONS TO 109 NORTH SANDUSKY STREET DELAWARE COUNTY, OHIO:

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

Sealed Bids for Alterations To 109 North Sandusky Street Delaware County, Ohio will be received by the County of Delaware, Ohio at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio 43015, until **10:00 am October 25,2002.** At said time the Bids will be publicly opened and read aloud.

The Board of County Commissioners reserves the right to reject any and all bids, and/or to award to the lowest and best bidder. Each bid must contain the full name of every person or company interested in the same.

Sealed Bids with Alternates and Unit Prices will be received for:

Description	Base Bid Estimate
Bid Package 1 Demolition, Drywall, Painting & Roofing	\$147,300
Bid Package 2 Doors, Windows, Finish Carpentry & Misc. Accessories	\$53,000
Bid Package 3 Flooring	\$15,500
Bid Package 4 Masonry	\$20,000
Bid Package 5 – HVAC	\$61,000
Bid Package 6 – Plumbing	\$22,500
Bid Package 7 – Interior Electrical	\$72,000

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

Sheriff Al Myers- Harlem EMS Station

There being no further business the meeting adjourned.

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Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners