

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 25, 2004

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

Present: Kristopher W. Jordan, Deborah B. Martin, James D. Ward

8:30 AM Executive Session

RESOLUTION NO. 04-1284

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

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 8:30AM.

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

RESOLUTION NO. 04-1285

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Jordan to adjourn out of Executive Session at 9:00AM.

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

PUBLIC COMMENT

RESOLUTION NO. 04-1286

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 21, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held October 21, 2004 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 04-1287

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1022:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR1022, and Purchase Orders and Vouchers as listed:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO'S			
JG Contracting Co. Inc.	Professional Services	21511319-5450	\$ 150,000.00
US Postal Service	Postage Quarterly Billing -91	65211905-5331	\$ 7,500.00
Camp Dresser and McKee Inc.	Sewer Master Plan	65211905-5410	\$ 74,720.50
Camp Dresser and McKee Inc.	Contract for Sewer Master Plan	65211919-5410	\$ 74,720.50
Decrease			
JG Contracting Co. Inc.	Professional Services	41111421-5410	\$ 150,000.00
Vouchers			
AEP	General Service	10011105-533833802	\$ 16,453.35
Build Mor Inc.	Fuel Tanks at OECC Maintenance	65211919-5410	\$ 9,732.00
Synagro Midwest Inc.	Land Application of Biosolids	65211919-5301	\$ 13,390.27
Liberty Community Center	Day Care	22411610-5348	\$ 14,453.00
Franklin County Corner	Autopsy	10030301-5342	\$ 5,186.14
Memo Transfer Voucher			
From: DJFS 10011501-5350	To: Del Co Bd. Of MRDD 29519000-4539	Brd & Care/Co. Home	\$ 7,500.00

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

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RESOLUTION NO. 04-1288

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Court of Common Pleas is requesting that Scott Ritter attend a Personal and Professional Enhancement Training for Law Enforcement Officers at the Ohio Police Officers Training Academy December 7, 2004, in the amount of \$70.00.

The Court of Common Pleas is requesting that Melinda Bettac attend Safety Training for Law Enforcement Officers at the Ohio Police Officers Training Academy January 26 to 28, 2005, in the amount of \$150.00.

The Court of Common Pleas is requesting that Melinda Bettac attend Fire Arms Training in Fremont, Ohio October 15-30, 2004, at the cost of \$345.00.

The EMS Department is requesting that Larry Fisher, John Tracy and Patrick Brandt attend a 2004 Technology Conference in Akron, Ohio November 7 and 8, 2004, at the cost of \$500.00.

The EMS Department is requesting that Larry Fisher and John Tracy attend a Inspection of 800MHZ Equipment Training in Schamburg, Ill December 14 to 16, 2004, at the cost of \$1,200.00.

Juvenile/Probate Court is requesting that Judge Kenneth J. Spicer attend a National College of Probate Judges Conference in Colorado Springs, Colorado November 10 to 15, 2004, at the cost of \$1,829.00.

The Engineer's Office is requesting that Ron Thompson, Shawn Havens, Randy Wilgus and Les Clark attend a Chainsaw Level 1 Course in Nelsonville, Ohio November 5, 2004, at the cost of \$600.00.

The Administrative Services Department is requesting that Christine Shaw attend the CCAO Winter Conference in Columbus, Ohio November 29, 2004, at the cost of \$101.00.

The Prosecutor's Office is requesting that Terri Scott attend a Managing Multiple Priorities Seminar in Columbus, Ohio December 8, 2004, at the cost of \$169.28.

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

RESOLUTION NO. 04-1289

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE SHERIFF'S OFFICE:

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

Transfer of Appropriation		Amount
10011102-5901	10031315-5380	
Commissioners General/Contingency	Sheriff Web Check/Other Services	\$2,000
10031301-5001	10031301-5450	
Sheriff Deputies/Compensation	Sheriff Deputies/Machinery & Equip.	\$3,300.00

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

RESOLUTION NO. 04-1290

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR AVONLEA:

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

Avonlea Subdivision

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 25th day of October 2004, between **PLANNED COMMUNITES, INC.**, as evidenced by the **AVONLEA SUBDIVISION** 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

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remaining construction as shown in the Engineer's Estimate approved 10/7/04, 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 THOUSAND SIX 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

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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 Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Aye

RESOLUTION NO. 04-1291

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR NORTHPOINT MEADOWS SECTION 1; GLEN OAK SECTION 1; HICKORY WOODS SUBDIVISION AND LAKES AT SILVERLEAF:

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

Northpoint Meadows Section 1

The roadways to be accepted are as follows:

- **Northpoint Meadows Boulevard**, to be known as **Township Road Number 1406**
- **Orange Station Loop**, be known as **Township Road Number 1407**

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

Glen Oak Section 1

The roadways to be accepted are as follows:

- An addition of 0.32 mile to **Township Road Number 766, Holderman Street**
- **Primrose Avenue**, to be known as **Township Road Number 1409**
- **Daisy Lane**, be known as **Township Road Number 1410**

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

Hickory Woods Subdivision

The roadway to be accepted is as follows:

- **Shagbark Trail**, to be known as **Township Road Number 1408**

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

Lakes at Silverleaf

The roadways to be accepted are as follows:

- An addition of 0.04 mile to **Township Road Number 523, Gosling Way**
- An addition of 0.12 mile to **Township Road Number 615, Effington Way**
- **Silverleaf Drive**, to be known as **Township Road Number 1411**

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

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

RESOLUTION NO. 04-1292

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR NORTHPOINT MEADOWS SECTION 1; GLEN OAK SECTION 1; HICKORY WOODS SUBDIVISION AND LAKES AT SILVERLEAF:

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

Stop Conditions –Northpoint Meadows Section 1

- On Township Road Number 1406, Northpoint Meadows Boulevard, at its intersection with Township Road Number 1407, Orange Station Loop
- On Township Road Number 1406, Northpoint Meadows Boulevard, at its intersection with Township Road Number 114, East Orange Road

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Stop Conditions –Glen Oak Section 1

- On southbound Township Road Number 766, Holderman Street, at its intersection with Township Road Number 114, Orange Road
- On Township Road Number 1409, Primrose Avenue, at its intersection with Township Road Number 766, Holderman Street
- On Township Road Number 1410, Daisy Lane, at its intersection with Township Road Number 766, Holderman Street
- On Township Road Number 1410, Daisy Lane, at its intersection with Township Road Number 1409, Primrose Avenue

Stop Conditions –Hickory Woods Subdivision

- On Township Road Number 1408, Shagbark Trail, at its intersection with Township Road Number 105, Plumb Road

Stop Conditions –Lakes at Silverleaf

- On Township Road Number 1411, Silverleaf Drive, at its intersection with County Road Number 9, Liberty Road
- On Township Road Number 1411, Silverleaf Drive, at its intersection with Township Road Number 523, Gosling Way

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

RESOLUTION NO. 04-1293

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR ESTATES OF GLEN OAK SECTION 3, PHASE A:

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

Estates of Glen Oak Section 3, Phase A

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 2005 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$35,200** for the duration of the one-year maintenance period. A Bond in that amount is available. The Engineer also request approval to return the Bond being held as construction surety to the developer, Dominion Homes.

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

RESOLUTION NO. 04-1294

IN THE MATTER OF APPROVING THE RELEASE OF THE MAINTENANCE BONDS FOR CHESHIRE ROAD DITCH SETBACK:

It was moved by Mr. Ward, seconded by Mr. Jordan to release the maintenance bond for the Cheshire Road Ditch Setback:

Cheshire Road Ditch Setback

In December, 2003, your Board entered into an Agreement with Guy and Judy Yinger, the developers for the above referenced project. As this project has been completed to the satisfaction of this office, The Engineer request approval to return the Letter of Credit posted as construction surety to the Yingers and that they be released from their obligations to the project.

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

RESOLUTION NO. 04 -1295

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

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

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Permit #	Applicant	Location	Type of Work
U04160	Ohio Edison	Thomas Road	Install pole
U04161	Ohio Edison	Concord Road	Replace pole

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

RESOLUTION NO. 04-1296

IN THE MATTER OF APPROVING SPECIFICATIONS, ESTIMATE, PLAN AND SETTING BID OPENING DATE AND TIME FOR THE COOK ROAD BRIDGE REPLACEMENT PROJECT:

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

Sealed proposals will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until **10:00 a.m. local time on Wednesday, November 17, 2004**, for furnishing all labor, materials and equipment necessary to complete the project known as Cook Road Bridge Replacement Project, and bids will be opened and read aloud. Contract documents, bid sheets, plans and specifications can be obtained at the Office of the Delaware County Engineer. Bidder must make arrangements to obtain bid packet; they will not be mailed.

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owner intends that this project be finished no later than August 15, 2005.

Bidders must comply with the Prevailing Wage Rates on Public Improvements in Delaware County as determined by the Ohio Department of Industrial Relations.

Bids shall be placed in a sealed envelope marked "SEALED BID FOR COOK ROAD BRIDGE REPLACEMENT PROJECT". The Delaware County Commissioners reserve the right to waive irregularities and to reject any and/or all bids.

Scope of Work

This project consists of the replacement of a structurally deficient and functionally obsolete bridge on Cook Road (Township Road 132) in southwest Delaware County. The replacement structure will be a 70-foot span prestressed non-composite box beam bridge on capped pile abutments. There will also be minor approach work including tree clearing, pavement and shoulder widening and guardrail installation. The road will be closed to thru traffic for the duration of the project with a detour maintained by the Contractor.

Estimate

Construction subtotal	\$ 360,472.00
Construction contingencies	\$ 36,047.20
Total estimated construction cost	\$ 396,500.00

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

RESOLUTION NO. 04-1297

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE 911 LEVY:

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

Transfer of Appropriation	Amount
From	To
21411306-5450	21411306-5320
911 Levy/Machinery & Equipment	911 Levy/Data Processing Services
	\$5,877.00

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

RESOLUTION NO. 04-1298

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR FEMA:

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

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Transfer of Appropriation		AMOUNT
From	To	
21511317-5238 FY04 FEMA CERT/Safety & Security	21511317-5001 FY04 FEMA CERT/Compensation	\$7.33
21511317-5301 FY04 FEMA CERT/Professional Services	21511317-5001 FY04 FEMA CERT/Compensation	\$141.42
21511317-5301 FY04 FEMA CERT/Professional Services	21511317-5120 FY04 FEMA CERT/PERS	\$23.71
21511317-5301 FY04 FEMA CERT/Professional Services	21511317-5131 FY04 FEMA CERT/Medicare	\$2.54

Further Be it Resolved, that with this resolution the Board of Commissioners amends RESOLUTION NO. 04-1235 (The Emergency Services Department is requesting a supplemental pay assignment for Steve Dick, in the amount of \$175.00, for serving as a CERT Class instructor.) to reflect compensation for Steve Dick in the amount of \$148.75 and benefits in the amount of \$26.25.

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

RESOLUTION NO. 04-1299

IN THE MATTER OF APPROVING A CONTRACT WITH B&C COMMUNICATIONS, INC TO PROVIDE RADIO MAINTENANCE FOR THE COUNTYWIDE EMERGENCY COMMUNICATIONS NETWORK:

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

WHEREAS, it is necessary for emergency two-way radio communications to be operationally maintained at all times to ensure our ability to dispatch emergency responders throughout Delaware County, and

WHEREAS, a maintenance contract provides the most cost effective method for maintenance of radios, towers, antennas and all associated equipment, and

WHEREAS, the existing contract with B&C Communications, Inc allows for annual renewal and the service provided has been commendable;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approve this contract with B&C Communications, Inc to provide radio maintenance service for the countywide communications network for the period 1 October 2004 through 31 September 2005 at a cost of \$23,892.00.

Further be it resolved that the Commissioners approve a Purchase Order Request to B&C Communications, Inc in the amount of \$23,892.00. Account Number 21411306-5320

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

RESOLUTION NO. 04-1300

IN THE MATTER OF APPROVING A CONTRACT WITH ENVIRONMENTAL COMFORT, LLC, TO PROVIDE ANNUAL MAINTENANCE FOR THE EMERGENCY UNINTERRUPTED POWER SOURCE (UPS) SYSTEM FOR THE COMMUNICATIONS CENTER:

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

WHEREAS, it is necessary for emergency power to be maintained at all times to ensure our ability to dispatch emergency responders throughout Delaware County, and

WHEREAS, a maintenance contract provides the most cost effective method for maintenance of the Uninterrupted Power Source (UPS) equipment, and

WHEREAS, the existing contract with Environmental Comfort, LLC allows for annual renewal and the service provided has been commendable;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approve this contract with Environmental Comfort, LLC to provide maintenance service for the UPS system for the period 2 February 2005 through 31 January 2006 at a cost of \$7,715.00.

Further be it resolved that the Commissioners approve a Purchase Order Request to Environmental Comfort,

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LLC in the amount of \$7,715.00. Account Number 21411306-5320

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

RESOLUTION NO. 04-1301

IN THE MATTER OF APPROVING THE UPGRADE OF THE AUTOMATED TELEPHONE ALERT NOTIFICATION SYSTEM:

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

WHEREAS, the Board of Commissioners approved the purchase of an automated telephonic system for the purpose of providing timely alert notification to the citizens of Delaware county during times of emergencies, and;

WHEREAS, upgrading this system with network capability allows multiple agencies to access the system directly, precluding multiple transfers of the alert information that could result in time delays or errors in information, and;

WHEREAS, networking will allow for the use of the County GIS program in a "live" environment;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the recommendation to upgrade the automated telephone alert notification system from Diaologic Communications at an approximate cost of \$14,500.00.

Further be it resolved that the Commissioners approve a Purchase Order Request to Diaologic Communications in the amount of \$14,500.00. Account Number 21411306-5320.

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

RESOLUTION NO. 04-1302

IN THE MATTER OF APPROVING THE UPGRADE OF THE CENTER 9-1-1 RECORDING SYSTEM:

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

WHEREAS, all 9-1-1 emergency telephone calls and radio communications are recorded for administrative and legal purposes; and,

WHEREAS, an upgrade to the system will provide improved ability to isolate specific call and radio traffic information for evidentiary and administrative purposes;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the recommendation to upgrade the Center recording system with DSS Corporation at a cost of \$3,878.00.

Further be it resolved that the Commissioners approve a Purchase Order Request to DSS Corporation in the amount of \$3,878.00. Account Number 21411306-5320.

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

RESOLUTION NO. 04-1303

IN THE MATTER OF APPROVING THE UPGRADE OF THE EMERGENCY MEDICAL DISPATCH PROGRAM:

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

WHEREAS, the Board of Commissioners approved Emergency Medical Dispatch for the Center; and,

WHEREAS, a new software module has been developed that works in a stand-alone environment that will provide training for newly hired and existing personnel; and,

WHEREAS, an additional upgrade provides additional pre-arrival information for incidents involving pregnancy, cardiac or respiratory arrest and choking;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the upgrade of this program system with Priority Dispatch as a cost of \$1,999.00.

Further be it resolved that the Commissioners approve a Purchase Order Request to Priority Dispatch in the

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amount of \$1,999.00. Account Number 21411306-5320.

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

RESOLUTION NO. 04-1304

IN THE MATTER OF APPROVING THE LOCATION OF THE COUNTYWIDE 800 MHZ RADIO PRIME SITE:

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

WHEREAS, the Delaware County Board of Commissioners approved the purchase and construction of a Countywide 800 MHz radio system to ensure inter-operability among all public safety responders; and

WHEREAS, the prime site for this system was initially identified to be located at Medic Station 1 (909 U.S. Route 23 North); and,

WHEREAS, this location did not meet the requirements of the final system design; and

WHEREAS, a new site location on the Law property, just west of 1251 U.S. Route 23 North, was recommended and has been determined to meet all the requirements of the system design.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve locating the 250' 800 MHz Countywide radio prime site tower just west of 1251 U.S. Route 23 North.

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

RESOLUTION NO. 04-1305

IN THE MATTER OF APPROVING A CONTRACT WITH THE ALTMAN COMPANY FOR BID PACKAGE THREE (CAST-IN-PLACE CONCRETE) FOR THE NEW DORMITORY & JAIL RENOVATIONS FOR THE DELAWARE COUNTY JAIL, DELAWARE, OHIO:

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

**DELAWARE COUNTY BOARD OF COMMISSIONERS
CONTRACT**

This Contract made by and between:

**The Altman Co.
1251 Fairwood Avenue
Columbus, OH 43206**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents, for:

**Bid Package Three – CAST-IN-PLACE CONCRETE
New Dormitory and Jail Renovations for the Delaware County Jail
844 US 42 North
Delaware, Ohio 43015**

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of Three Hundred Ninety-six Thousand Three Hundred Twelve Dollars (\$396,312), based upon the Bid Form, dated August 31, 2004 submitted by the Contractor.

**\$392,207 Base Bid
\$ 4,105 Alternate A1**

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Total Bid Amount \$396,312

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before

▪ Commencement of Site Utilities	08/30/2004
▪ Men’s Rec Yard (Cells) Completion	09/24/2004
▪ Male Dorm Building Pad Prep Complete	10/13/2004
▪ Female Dorm Building Pad Prep Complete	10/21/2004
▪ Intake/Booking Demolition Start	11/17/2004
▪ Footing Installation Complete Male Dorm	11/22/2004
▪ Masonry Bearing walls to Roof Bearing – Female Dorm	11/22/2004
▪ Precast Corridor 47 Deliver/Install	11/23/2004
▪ Kitchen Renovation Start	11/10/2004
▪ Roof Top unit delivery – Female Dorm	12/09/2004
▪ Kitchen Renovation Completion	12/15/2004
▪ Roofing Complete – Female Dorm	12/16/2004
▪ Start existing Jail security electronics upgrade	12/31/2004
▪ Masonry Bearing walls to 2 nd Floor Bearing – Male Dorm	01/03/2005
▪ Female Dormitory Substantial Completion	02/25/2005
▪ Intake/Booking Substantial Completion	03/15/2005
▪ Existing Jail Security Electronics Upgrade Substantial Completion	04/01/2005
▪ Masonry Bearing walls to Roof Bearing – Male Dorm	03/14/2005
▪ Roof Top Unit Deliver – Male Dorm	04/05/2005
▪ Medical & Isolation Renovation Start	04/12/2005
▪ Roofing Complete – Male Dorm	04/25/2005
▪ Permanent Electric – Male Dorm	05/02/2005
▪ Male Dorm Under Temporary Temperature Control	05/23/2005
▪ Medical & Isolation Substantial Completion	08/09/2005
▪ Substantial Completion for all Bid Packages and Male Dorm	08/12/2005
▪ Completion of all Associates Prepared Punch List Items	09/08/2005
▪ Project Turnover, Owner Move-In All Bid Packages	09/29/2005

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date set forth in Section 3.1, in addition to other remedies at law and as set forth in the Bid Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

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4.1 The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Bid Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Bid Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.

5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Further be it resolved that the Commissioners approve a Purchase Order Request to the Altman Company in the amount of \$100,000.00.

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

RESOLUTION NO. 04-1306

IN THE MATTER OF APPROVING A CONTRACT WITH KENNEY HUSTON COMPANY FOR BID PACKAGE FIVE (MASONRY) FOR THE NEW DORMITORY & JAIL RENOVATIONS FOR THE DELAWARE COUNTY JAIL, DELAWARE, OHIO:

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

**DELAWARE COUNTY BOARD OF COMMISSIONERS
CONTRACT**

This Contract made by and between:

**Kenny Huston
PO Box 342
Brice, OH 43109**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents, for:

**Bid Package Five – MASONRY
New Dormitory and Jail Renovations for the Delaware County Jail
844 US 42 North**

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Delaware, Ohio 43015

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of One Million One Hundred Twenty Thousand Dollars (\$1,120,000), based upon the Bid Form, dated August 31, 2004 submitted by the Contractor.

\$1,125,000 Base Bid
\$ 21,000 Alternate A1
(\$ 26,000) Alternate for Split Faced Block

Total Bid Amount \$1,120,000

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before

▪ Commencement of Site Utilities	08/30/2004
▪ Men's Rec Yard (Cells) Completion	09/24/2004
▪ Male Dorm Building Pad Prep Complete	10/13/2004
▪ Female Dorm Building Pad Prep Complete	10/21/2004
▪ Intake/Booking Demolition Start	11/17/2004
▪ Footing Installation Complete Male Dorm	11/22/2004
▪ Masonry Bearing walls to Roof Bearing – Female Dorm	11/22/2004
▪ Precast Corridor 47 Deliver/Install	11/23/2004
▪ Kitchen Renovation Start	11/10/2004
▪ Roof Top unit delivery – Female Dorm	12/09/2004
▪ Kitchen Renovation Completion	12/15/2004
▪ Roofing Complete – Female Dorm	12/16/2004
▪ Start existing Jail security electronics upgrade	12/31/2004
▪ Masonry Bearing walls to 2 nd Floor Bearing – Male Dorm	01/03/2005
▪ Female Dormitory Substantial Completion	02/25/2005
▪ Intake/Booking Substantial Completion	03/15/2005
▪ Existing Jail Security Electronics Upgrade Substantial Completion	04/01/05
▪ Masonry Bearing walls to Roof Bearing – Male Dorm	03/14/2005
▪ Roof Top Unit Deliver – Male Dorm	04/05/2005
▪ Medical & Isolation Renovation Start	04/12/2005
▪ Roofing Complete – Male Dorm	04/25/2005
▪ Permanent Electric – Male Dorm	05/02/2005
▪ Male Dorm Under Temporary Temperature Control	05/23/2005
▪ Medical & Isolation Substantial Completion	08/09/2005
▪ Substantial Completion for all Bid Packages and Male Dorm	08/12/2005
▪ Completion of all Associates Prepared Punch List Items	09/08/2005
▪ Project Turnover, Owner Move-In All Bid Packages	09/29/2005

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date set forth in Section 3.1, in addition to other remedies at law and as set forth in the Bid Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual

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amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

4.1 The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Bid Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Bid Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.

5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Further be it resolved that the Commissioners approve a Purchase Order Request to the Kenney Huston Company in the amount of \$500,000.00.

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

RESOLUTION NO. 04-1307

IN THE MATTER OF APPROVING A CONTRACT WITH WANNER METAL WORX FOR BID PACKAGE SIX (STRUCTURAL STEEL, MISCELLANEOUS METALS) FOR THE NEW DORMITORY & JAIL RENOVATIONS FOR THE DELAWARE COUNTY JAIL, DELAWARE, OHIO:

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

**DELAWARE COUNTY BOARD OF COMMISSIONERS
CONTRACT**

This Contract made by and between:

**Wanner Metal Worx
525 London Rd.
Delaware, OH 43015**

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(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents, for:

Bid Package Six – STRUCTURAL STEEL, MISCELLANEOUS METALS

New Dormitory and Jail Renovations for the Delaware County Jail

844 US 42 North

Delaware, Ohio 43015

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of One Hundred Ninety-one Thousand Seventy Dollars (\$191,070), based upon the Bid Form, dated August 31, 2004 submitted by the Contractor.

\$189,270 Base Bid
\$ 1,800 Alternate A1

Total Bid Amount \$191,070

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before

▪Commencement of Site Utilities	08/30/2004
▪Men's Rec Yard (Cells) Completion	09/24/2004
▪Male Dorm Building Pad Prep Complete	10/13/2004
▪Female Dorm Building Pad Prep Complete	10/21/2004
▪Intake/Booking Demolition Start	11/17/2004
▪Footing Installation Complete Male Dorm	11/22/2004
▪Masonry Bearing walls to Roof Bearing – Female Dorm	11/22/2004
▪Precast Corridor 47 Deliver/Install	11/23/2004
▪Kitchen Renovation Start	11/10/2004
▪Roof Top unit delivery – Female Dorm	12/09/2004
▪Kitchen Renovation Completion	12/15/2004
▪Roofing Complete – Female Dorm	12/16/2004
▪Start existing Jail security electronics upgrade	12/31/2004
▪Masonry Bearing walls to 2 nd Floor Bearing – Male Dorm	01/03/2005
▪Female Dormitory Substantial Completion	02/25/2005
▪Intake/Booking Substantial Completion	03/15/2005
▪Existing Jail Security Electronics Upgrade Substantial Completion	04/01/2005
▪Masonry Bearing walls to Roof Bearing – Male Dorm	03/14/2005
▪Roof Top Unit Deliver – Male Dorm	04/05/2005
▪Medical & Isolation Renovation Start	04/12/2005
▪Roofing Complete – Male Dorm	04/25/2005
▪Permanent Electric – Male Dorm	05/02/2005
▪Male Dorm Under Temporary Temperature Control	05/23/2005
▪Medical & Isolation Substantial Completion	08/09/2005
▪Substantial Completion for all Bid Packages and Male Dorm	08/12/2005
▪Completion of all Associates Prepared Punch List Items	09/08/2005
▪Project Turnover, Owner Move-In All Bid Packages	09/29/2005

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon

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the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date set forth in Section 3.1, in addition to other remedies at law and as set forth in the Bid Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 **LIQUIDATED DAMAGES**

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

4.1 The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Bid Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Bid Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.

5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Further be it resolved that the Commissioners approve a Purchase Order Request to Wanner Metal Worx in the amount of \$125,000.00.

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

RESOLUTION NO. 04-1308

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**IN THE MATTER OF APPROVING A CONTRACT WITH JESS HOWARD ELECTRIC COMPANY FOR
BID PACKAGE FIFTEEN (ELECTRICAL, SECURITY ELECTRONICS) FOR THE DELAWARE COUNTY
JAIL, DELAWARE, OHIO:**

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

**DELAWARE COUNTY BOARD OF COMMISSIONERS
CONTRACT**

This Contract made by and between:

**Jess Howard Electric Company
6630 Taylor Road
Blacklick, OH 43004**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the entire work described in the Bid Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Bid Documents, for:

**Bid Package Fifteen – ELECTRICAL, SECURITY ELECTRONICS
New Dormitory and Jail Renovations for the Delaware County Jail
844 US 42 North
Delaware, Ohio 43015**

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Bid Documents, the amount of One Million One Hundred Fifty-three Thousand Three Hundred Fifteen Dollars (\$1,153,315), based upon the Bid Form, dated August 31, 2004 submitted by the Contractor.

**\$1,135,315 Base Bid
\$ 18,000 Alternate A1, M1 & E1**

Total Bid Amount \$1,153,315

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before

▪ Commencement of Site Utilities	08/30/2004
▪ Men's Rec Yard (Cells) Completion	09/24/2004
▪ Male Dorm Building Pad Prep Complete	10/13/2004
▪ Female Dorm Building Pad Prep Complete	10/21/2004
▪ Intake/Booking Demolition Start	11/17/2004
▪ Footing Installation Complete Male Dorm	11/22/2004
▪ Masonry Bearing walls to Roof Bearing – Female Dorm	11/22/2004
▪ Precast Corridor 47 Deliver/Install	11/23/2004
▪ Kitchen Renovation Start	11/10/2004
▪ Roof Top unit delivery – Female Dorm	12/09/2004
▪ Kitchen Renovation Completion	12/15/2004
▪ Roofing Complete – Female Dorm	12/16/2004
▪ Start existing Jail security electronics upgrade	12/31/2004
▪ Masonry Bearing walls to 2 nd Floor Bearing – Male Dorm	01/03/2005
▪ Female Dormitory Substantial Completion	02/25/2005
▪ Intake/Booking Substantial Completion	03/15/2005
▪ Existing Jail Security Electronics Upgrade Substantial Completion	04/01/2005
▪ Masonry Bearing walls to Roof Bearing – Male Dorm	03/14/2005
▪ Roof Top Unit Deliver – Male Dorm	04/05/2005

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- Medical & Isolation Renovation Start 04/12/2005
- Roofing Complete – Male Dorm 04/25/2005
- Permanent Electric – Male Dorm 05/02/2005
- Male Dorm Under Temporary Temperature Control 05/23/2005
- Medical & Isolation Substantial Completion 08/09/2005
- Substantial Completion for all Bid Packages and Male Dorm 08/12/2005
- Completion of all Associates Prepared Punch List Items 09/08/2005
- Project Turnover, Owner Move-In All Bid Packages 09/29/2005

unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Bid Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date set forth in Section 3.1, in addition to other remedies at law and as set forth in the Bid Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Bid Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

4.1 The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Bid Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Bid Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.

5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

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ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Further be it resolved that the Commissioners approve a Purchase Order Request to Jess Howard Electric Company in the amount of \$250,000.00.

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

RESOLUTION NO. 04-1309

IN THE MATTER OF APPROVING THE BIDS FOR BID PACKAGE NINE – DRYWALL (WILLIAMSON BUILDERS), BID PACKAGE TEN– PAINTING (HENRY PAINTING), BID PACKAGE SIXTEEN – PROPERTY STORAGE (RAILEX CORP.), FOR THE NEW DORMITORY & JAIL RENOVATIONS FOR THE DELAWARE COUNTY JAIL, DELAWARE, OHIO:

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

WHEREAS, Delaware County received bids for the New Dormitory & Jail Renovations for the Delaware County and;

WHEREAS, after carefully reviewing the bids received, the bids submitted in the following chart have been determined to be the lowest and best bids for the New Dormitory & Jail Renovations for the Delaware County Jail;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, approve and accept the bids submitted for the New Dormitory & Jail Renovations for the Delaware County Jail, Delaware, Ohio.

Description	Company Recommended	Amount of Contract Award
Bid Package # 09 – Drywall	Williamson Builders	\$ 330,800.00
Bid Package # 10 – Painting	Henry Painting	\$ 159,780.00
Bid Package # 16 – Property Storage	Railex Corp.	\$ 30,000.00

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

RESOLUTION NO. 04-1310

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY ECONOMIC DEVELOPMENT MARKETING FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE DELAWARE COUNTY ECONOMIC AND POWELL AREA CHAMBER OF COMMERCE BUSINESS FORUMS:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper “Public Purpose”, and

WHEREAS, The October 20, 2003, State Auditor’s ruling on payment of Expenditures Of Public Funds For Proper “Public Purpose” states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, the Delaware County Economic Development Department along with Powell Area Chamber of Commerce will conduct a Forum on existing businesses in the Orange and Liberty Townships, and

Whereas, the Forums will be held on November 16, in Orange Township and November 18, in Liberty Township from 11:00 am to 1:30 pm.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED, by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Economic and Community Development Marketing funds in an amount not to exceed \$700.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for The Delaware County Economic and

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Powell Area Chamber of Commerce Business Forums for existing businesses.

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

RESOLUTION NO. 04-1311

IN THE MATTER OF APPROVING THE EXTENSION OF THE AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND MID-OHIO REGIONAL PLANNING COMMISSION (MORPC) FOR THE DELAWARE COUNTY HOUSING IMPROVEMENT PROGRAM (DCHIP) FOR HOUSING REHABILITATION SPECIALIST AND ADMINISTRATIVE AND LEAD HAZARD CONTROL CONSULTING SERVICES:

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

WHEREAS, Delaware County has established a Revolving Loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, Delaware Revolving Loan Fund would provide funding for the rehabilitation of privately owned and rental housing units for the benefit of eligible Low-Moderate Income (LMI) households throughout the County under the Delaware County Housing Improvement Program (DCHIP) for the purpose of addressing these needs; and

WHEREAS, Delaware County Commissioners approved on Resolution #02-1649 in the amount of \$350,000 in County RLF funds to be used for rehabilitation of 7 units for Private Rehab and 3 units for Rental Rehab, and \$5,000 in Program Income to be use for Testing and Relocation, for the DCHIP Program.

WHEREAS, Delaware County Commissioners approved on Resolution #03-100 and #04-258 to accept and extend the Mid-Ohio Regional Planning Commission (MORPC), agreement to provide housing rehabilitation and administrative and lead hazard control consulting services to the County for the 2003 DCHIP Program in the amount of \$47,000.

WHEREAS, The DCHIP has been extended from October 15, 2004, to December 31, 2004, on Resolution #04-1181, because of the 4 Private Rehabs units and 1 Rental Rehab unit that were declared walk-aways.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners determines that the additional cost in the amount up to \$3,000 for MORPC is necessary to complete the remaining 1 Private Rehab unit that is under construction and 1 Rental Rehab unit that is being reviewed.

Section 2. That the additional cost will not increase the RLF amount that the Board of Commissioners approved for the DCHIP in the amount of \$350,000.

Section 3. That this Resolution shall take effect and be in force immediately after passing.

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

RESOLUTION NO. 04-1312

IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS GRACE FAMILY DAYCARE & PRESCHOOL; LEE KITTS; CHERRIE SHEETS AND KAREN BUMPUS:

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

Grace Family Daycare & Preschool

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective July 1, 2004, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Grace Family Daycare & Preschool entered into on the 15th day of April, 2004.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$1,000 to \$3,000.

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Lee Kitts

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective June 1, 2004, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Lee Kitts entered into on the 20th day of April, 2004.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$5,000 to \$9,000.

Cherrie Sheets

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective June 24, 2004, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Cherrie Sheets entered into on the 24th day of June, 2004.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$2,500 to \$5,000.

Karen Bumpus

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective October 11, 2004, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Karen Bumpus entered into on the 1st day of June, 2004.

Article 4. Cost and Delivery of Purchased Services:

(A) Basic Rates:

Adjust the unit rate from	\$2.00 to \$1.65	Infant
	\$2.00 to \$1.65	Toddler
	\$2.00 to \$1.50	Pre-school
	\$2.00 to \$1.50	School Age

Further Be It Resolved, that the Commissioners approve the following Purchase Order Increases:

Grace Family Daycare	PO406943	22411610 5348	Increase \$2,000
Lee Kitts	PO406935	22411610 5348	Increase \$4,000
Cherrie Sheets	PO407647	22411610 5348	Increase \$2,500

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

RESOLUTION NO. 04-1313

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS FOX LEARNING AND DAYCARE CENTER AND KINDERCARE LEARNING CENTER #0879:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustment to Basic Rates
Fox Learning And Daycare Center 2210 St. Rt. 23 North Delaware, Ohio 43015	Toddler	\$123.00	\$ 82.00	\$25.00 Registratio n Fee
	Preschool	\$108.00	\$ 72.00	
	Schoolage	\$100.00	\$ 67.00	
Kindercare Learning Center #0879 2001 Hard Rd. Columbus, Ohio 43235	Infant	\$152.00	\$102.00	\$25.00 Registratio n Fee
	Toddler	\$131.00	\$ 88.00	
	Preschool	\$114.00	\$ 76.00	
	Schoolage	\$103.00	\$ 69.00	
	Before & After	\$ 74.00	\$ 69.00	

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	School Before or After School	\$ 56.00	\$ 56.00	
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(A Copy of each of these contacts is available in the Commissioners' Office until no longer of Administrative Value).

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:

Kindercare Hard Rd. 22411610 5348 New PO \$22,000
Fox Learning 22411610 5348 New PO \$3,000

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

RESOLUTION NO. 04-1314

IN THE MATTER OF APPROVING THE NOTICE TO PROCEED LETTER BETWEEN DELAWARE COUNTY AND E.C. BABBERT FOR CONVEYANCE OF WASTEWATER FOR THE DELAWARE COUNTY REGIONAL SEWER DISTRICT:

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

NOTICE TO PROCEED

To: **E.C. Babbert** Date: **October 25,2004**
7415 Diley Road
P.O. Box 203
Canal Winchester, Ohio 43110

PROJECT DESCRIPTION: Conveyance of Waste Water for the Delaware County Regional Sewer District.

The OWNER has considered the BID submitted by you on October 15, 2004, (Bid Date) for the above described WORK in response to its advertisement for bids and information for bidders.

You are hereby notified that your BID has been accepted for items in the amount of **\$00.06 per gallon of waste water loaded and hauled to the Olentangy Environmental Control Center located at 10333 Olentangy River Road, Powell, Ohio.**

You are required by the information for bidders to execute the agreement within 15 calendar days from the date of this notice to you.

If you fail to execute said agreement within 15 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

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

RESOLUTION NO. 04-1315

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE COMMISSIONERS OFFICE:

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

Transfer of Appropriation		Amount
From	To	
10011101-5317	10011101-5260	
Commissioners/Public Relations	Commissioners/Inventoried Equipment	\$1,000.00
10011101-5305	10011101-5260	
Commissioners/Training & Staff Development	Commissioners/Inventoried Equipment	\$1,500.00
10011101-5310	10011101-5260	
Commissioners/Travel out of County	Commissioners/Inventoried Equipment	\$1,600.00
10011102-5319	10011102-5243	
Commissioners Gen/Reimbursement	Commissioners Gen/Drugs & Pharmaceuticals	\$1,500.00

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

RESOLUTION NO. 04-1316

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IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE CORONER'S OFFICE:

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

Transfer of Appropriation		Amount
From	To	
10011102-5801 Commissioners General/Contingency	10030301-5342 Coroner/Medical & Health Services	\$5,000.00
Vote on Motion	Mrs. Martin Aye Mr. Jordan Aye Mr. Ward Aye	

RESOLUTION NO. 04-1317

IN THE MATTER OF APPROVING TRANSFER APPROPRIATIONS FOR THE COMMON PLEAS COURT:

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

Transfer of Appropriation		Amount
From	To	
10021201-5201 Common Pleas Whitney/Office Supplies	10021201-5301 Common Pleas Whitney/Professional Services	\$3,000.00
Vote on Motion	Mr. Jordan Aye Mrs. Martin Aye Mr. Ward Aye	

RESOLUTION NO. 04-1318

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR VETERANS SERVICES:

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

Transfer of Appropriation		Amount
From	To	
10062601-5001 Veterans Services/Compensation	10062601-5101 Veterans Services/Hospital Insurance	\$4,300.00
10062601-5001 Veterans Services/Compensation	10062601-5120 Veterans Services/PERS	\$1,400.00
10062601-5001 Veterans Services/Compensation	10062601-5131 Veterans Services Medicare	\$75.00
Vote on Motion	Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Aye	

There being no further business the meeting adjourned.

 Kristopher W. Jordan

 Deborah B. Martin

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James D. Ward

Letha George, Clerk to the Commissioners