

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 17, 2006

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

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

**PUBLIC COMMENT**

**Presentation Bill Habig-Mid Ohio Regional Planning Commission**

**Delaware General Health District, Fran Veverka-Avian Flu/Pandemic Preparation**

**RESOLUTION NO. 06-64**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 12, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held January 12, 2006 as contained in the county's official electronic recordings of the proceedings.

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

**RESOLUTION NO. 06-65**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR113:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR113, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
Poggemeyer Design Group	CHIP Implementation/Fair Housing	23011713-5365	\$ 84,096.00
Leo Meyers Uniforms Inc.	Uniform Expenses	10011303-5224	\$ 32,000.00
Northwestern OH Security	Safety Service & Charges	10011105-5345	\$ 9,550.00
<b>Vouchers</b>			
Adriel School, Inc.	Residential Treatment	22511607-5342	\$ 12,255.00
Kindercare Neverland	Day Care	22411610-5348	\$ 5,571.07
Kindercare Neverland	Day Care	22411610-5348	\$ 17,503.57
Miller Pavement	FY' 04 Liberty Twp ADA Playground Equipment	23011715-5365	\$ 2,500.00
Miller Pavement	FY' 04 Liberty Twp ADA Playground Equipment	23011715-5365	\$ 47,500.00
Vititoe Construction	FY' 04 Formula Grant/Ostrander Storm Drainage	23011715-5365	\$ 12,000.00
Riley & Associates	Lightening Damage Controller	60111901-5370	\$ 7,300.00
BP Products N. America	Diesel Fuel	10011106-522822801	\$ 2,266.75
BP Products N. America	Unleaded Gasoline	10011106-522822801	\$ 15,106.34

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

**RESOLUTION NO. 06-66**

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

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

The Environmental Services Department is requesting that Paul Sandstrom attend a Biosolids 2006 Management Conference at the Northern Kentucky Convention Center March 12-15, 2006, at the cost of \$1,046.00.

The Administrative Services Department is requesting that Christine Shaw attend the ARMA 2006 Meetings in Central Ohio at the cost of \$116.25.

The Department of Job and Family Services is requesting that Missy Stadler attend a Workforce Investment Act Training in Columbus, Ohio January 31, 2006, at the cost of \$15.00.

The EMS Department is requesting that 75 EMS personnel attend a 48 hour Paramedic Refresher Class in the

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 17, 2006**

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Hayes Building February 2, 8, 14, 17, 23 and March 7, 2006, at the cost of \$825.00.

The Environmental Services Department is requesting that Paul Sandstrom attend a S.E. Ohio Water Environment Association Meeting in Columbus, Ohio February 9, 2006, at the cost of \$25.00.

The EMS Department is requesting that Larry Fisher attend an EMA Executive Conference at Mohican State Park February 21, 2006, at the cost of \$142.00.

The EMS Department is requesting that Kristopher Harris attend an Advanced EMD Class in Twinsburg, Ohio March 20-22, 2006, at the cost of \$492.50.

The EMS Department is requesting that Larry Fisher, Todd Barstow, Dave Hall (only one day), and Bob Lavender (only one day) attend an EMA Conference in Columbus, Ohio March 28- 29, 2006, at no cost.

The Engineer's Office is requesting that Chris Bauserman and Pat Blayney attend a County Engineer's Conference in Dublin, Ohio January 31- February 1, 2006, at the cost of \$510.00.

The Engineer's Office is requesting that John Link, Bob Sears and Jerry Ungashick attend a HMA Mix Design Technology Course in Lexington, Kentucky February 26- March 3, 2006, at the cost of \$4,280.00.

The Engineer's Office is requesting that Tiffany Brinkmoeller attend a 22<sup>nd</sup> Annual Training Conference in Newark, Ohio February 5-7, 2006, at the cost of \$283.00.

The Engineer's Office is requesting that Mike Seiter, Jon Carey and Greg Gordon attend the 2006 Ohio Asphalt Paving Conference in Columbus, Ohio February 7, 2006, at the cost of \$165.00.

The Engineer's Office is requesting that Jim Drumm and Mike Metzger attend an Improving Public Works Inspection Skills Course in Orlando, Florida February 21-24, 2006, at the cost of \$5,426.00.

The Economic Development Department is requesting that Dottie Brown attend a CHIP Notice of Funding and Application Training in Reynoldsburg, Ohio January 23, 2006, at no cost.

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

**RESOLUTION NO. 06-67**

**IN THE MATTER OF APPOINTMENT OF THE BOARD'S REPRESENTATIVE TO VARIOUS BOARDS AND COMMISSIONS:**

It was moved by Mr. Jordan, seconded by Mr. Evans to appoint the following to the following boards and commissions:

Regional Planning - All 3 Commissioners  
 Regional Planning Executive Committee - Jim Ward  
 Regional Planning Alternate-Dave Cannon  
 Central Ohio Regional Forum (CORF)-Kris Jordan  
 Records Commission –Jim Ward  
 Investment Committee – Kris Jordan & Glenn Evans  
 Job and Family Services (Children's Services Sub-Committee) – Jim Ward  
 Job and Family Services (WIB Sub-Committee) – Glenn Evans  
 One Stop Employment–Glenn Evans  
 WIB Youth Council –Kris Jordan  
 Community Action Organization- Glenn Evans  
 Delaware-Knox-Marion-Morrow County WIB- All 3 Commissioners  
 7<sup>th</sup> Area Board- Glenn Evans  
 Family and Children's First Council –Jim Ward  
 Central Ohio Youth Center (Joint Detention Center) -Jim Ward  
 DKMM Solid Waste District - All 3 Commissioners  
 DKMM Solid Waste District Executive Committee – Jim Ward  
 DKMM Policy Board – Kris Jordan  
 DKMM Budget Committee – Glenn Evans  
 EMA/LEPC – Jim Ward  
 Correction Planning – Jim Ward  
 CIC (Community Improvement Corporation) - All 3 Commissioners  
 Standing Technical Committee - Jim Ward  
 Data Processing Board – Kris Jordan  
 Council for Older Adults –Glenn Evans  
 Main Street Delaware – Kris Jordan  
 Chamber of Commerce- Dave Cannon

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 17, 2006**

Heart of Ohio Resource Conservation and Development– Kris Jordan (Alternate Dave Cannon)  
Railroad Task Force-Kris Jordan  
CCAO Consortium-Glenn Evans

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

**RESOLUTION NO. 06-68**

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, ROBERT E. ALBRIGHT ESQ., REQUESTING ANNEXATION OF 5.355 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:**

It was moved by Mr. Evans, seconded by Mr. Jordan to acknowledge that on January 11, 2006, the Clerk to the Board of Commissioners received an annexation petition request to annex 5.355 acres from Orange Township to the City of Columbus.

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

**RESOLUTION NO. 06-69**

**IN THE MATTER OF APPROVING PLAT FOR MANORS AT WILLOW BEND AND DITCH MAINTENANCE PETITIONS FOR WOODS AT WILDCAT RUN SECTIONS 1 AND 2 AND SAGE CREEK SECTION 4 PHASE B:**

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

**Manors At Willow Bend**

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, Farm Lot 13 (6.413 Acres), Farm Lot C (6.047 Acres), Quarter Township 2, Township 3, Range 17, United States Military Lands, Containing 12.460 Acres Of Land, More Or Less, Said 12.460 Acres Being All Of That Tract Of Land Conveyed To Edwards Land Co. Ltd., By Deed Of Record In Official Record 579, Page 72, Recorder's Office, Delaware County, Ohio. Cost \$48.00.

**Ditch Maintenance Petition- Woods At Wildcat Run Sections 1 and 2**

We the undersigned owners of 23 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as **Woods At Wildcat Run Sections 1 and 2** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). These plats have 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 **Woods At Wildcat Run Sections 1 and 2** Subdivision.

The cost of the drainage improvements is \$24,643.00 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. Twelve (12) lots are created in these plats 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, \$2,053.00 per lot. An annual maintenance fee equal to 2% of this basis \$41.00 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 \$492.00 has been paid to Delaware County.

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

**Ditch Maintenance Petition- Sage Creek Section 4 Phase B**

We the undersigned owners of 24.097 acres in Berkshire Township, Delaware County, Ohio propose to create a subdivision known as **Sage Creek Section 4 Phase B** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). These plats have been approved and signed by the

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 17, 2006**

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 **Sage Creek Section 4 Phase B** Subdivision.

The cost of the drainage improvements is \$52,825.00 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. Eight (8) lots are created in these plats 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, \$6,603.00 per lot. An annual maintenance fee equal to 2% of this basis \$132.00 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 \$1,056.00 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. Jordan              Aye              Mr. Evans              Aye              Mr. Ward              Aye

**RESOLUTION NO. 06-70**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR MARGELLO DEVELOPMENT:**

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

**Margello Development**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** made and entered into this 17<sup>th</sup> day of January 2006, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **MARGELLO DEVELOPMENT COMPANY**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**MARGELLO DEVELOPMENT**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **SEVEN THOUSAND FOUR HUNDRED SIXTY-FIVE DOLLARS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".
4. The **SUBDIVIDER** shall deposit **SIX HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **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**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. **THE SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER, 2006**.
8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**".
9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 17, 2006

10. If the **SUBDIVIDER** should 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**.

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

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

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

**RESOLUTION NO. 06-71**

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

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

Permit #	Applicant	Location	Type of Work
U06008	Verizon	Harriott and Morris Roads	Relocate cable
U06009	American Electric Power	Harlem Road	Relocate poles

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

**RESOLUTION NO. 06-72**

**SETTING BID OPENING DATE AND TIME FOR THE SMITH #198 DITCH PETITION PROJECT:**

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

**INVITATION TO BID**

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, FEBRUARY 1, 2006** for furnishing all labor, materials and equipment necessary to complete the project known as **SMITH #198 DITCH PETITION 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 **FRIDAY MARCH 24, 2006**.

Bids shall be placed in a sealed envelope marked "**SEALED BID FOR SMITH #198 DITCH PETITION PROJECT**".

The Delaware County Commissioners reserve the right to waive irregularities and to reject any and/ or all bids.

**SCOPE OF WORK**

This project will consist of the reconstruction of 935 feet of existing open ditch, the replacement if disturbed/deteriorated subsurface drain outlets, the installation of 555 feet of 24 inch polyethylene pipe and associated road / drive cuts including the repair of any existing subsurface drains, the replacement of two ODOT catch basins, the construction of 258 feet of grassed waterway and the associated installation of 250 feet of 12 inch polyethylene pipe, the installation of a tile main breather, and the establishment of temporary and permanent easements. This project / improvement is being done pursuant to the Ohio Revised Code Sections 6131 and 6137. The project will be administered and managed by the Delaware County Engineer's Office and their designated inspector(s). All questions shall be directed to: Brett R. Bergefurd, Project Manager 50 Channing Street Delaware, Ohio 43015

Phone: (740) 833-2400 Fax: (740) 833-2399 e-mail: [bergefurd@co.delaware.oh.us](mailto:bergefurd@co.delaware.oh.us)

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

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 17, 2006

**RESOLUTION NO. 06-73**

**IN THE MATTER OF APPROVING A CONTRACT WITH HULL AND ASSOCIATES, INC. FOR THE PROJECT KNOW AS CHESHIRE ROAD CAUSEWAY OVER ALUM CREEK:**

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

**CONTRACT**

**AGREEMENT**, made and entered into this 17<sup>th</sup> day of January, 2006 by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **HULL AND ASSOCIATES, INC.**, hereinafter designated as **SECOND PARTY**.

**WITNESSETH**, that said **SECOND PARTY**, for and in consideration of **\$72,612.00**, based on a Proposal for Engineering Services dated October 28, 2005, and Cost Proposal dated December 1, 2005, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional design services including preparation of construction contract plans and related engineering services as specified in the Proposal submitted by the **SECOND PARTY** for the project know as Cheshire Road Causeway over Alum Creek, Delaware County, Ohio. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the Delaware County Engineer.

**SAID SECOND PARTY** further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards applicable to this work, and under the direction of the Delaware County Engineer. Work shall be deemed complete upon final acceptance of plans and documents by the Delaware County Engineer

**THE SECOND PARTY** hereby agrees to hold **Delaware County** free and harmless from any and all claims for loss, damages, injury, liability, costs, expenses, judgments or decrees, resulting from any negligent acts or omissions of the **SECOND PARTY**, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing polices of the insurance.

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

**RESOLUTION NO. 06-74**

**IN THE MATTER OF SUBMITTING CERTIFICATION OF TOTAL ROAD MILEAGE IN DELAWARE COUNTY WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE YEAR 2005:**

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

As certified by the Board of County Commissioners and reported by the Director of Transportation, in accordance with the provisions specified in the Ohio Revised Code, Section 4501.04 (Distribution of Revenue), the total certified mileage for January through December 2004 for Delaware County was **332.08** miles.

Based upon submitted documentation, the Board herby certifies a total of **331.80** county miles for calendar year 2005 (effective December 31, 2005).

(Documentation available in the Commissioners office until no longer of administrative value.)

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

**RESOLUTION NO. 06-75**

**IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD:**

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

WHEREAS, pursuant the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30<sup>th</sup>, 2004, has adopted a policy for the use of County Procurement Cards. And;

WHEREAS, the appointing authority for the procurement card being the Delaware County Transit Board adopts the policy established and adopted by the Delaware County Board of Commissioners for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

WHEREAS, the cardholders are aware of and have read the policy and are aware of the disciplinary action

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 17, 2006

for misuse of the card and are aware of the responsibility associated with being a card holder and;

WHEREAS, the use of the purchasing card will follow the established procurement policy adopted by the Transit Board and;

NOW THEREFORE BE IT RESOLVED,

1. That the Delaware County Transit Board authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Delaware County Transit Board
Office/Department:	Delaware Area Transit Agency
Control Group:	OPT4
Daily spending per card:	\$1,000.00
Monthly spending per card:	\$5,000.00
Single transaction limit:	\$1,000.00
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card 1:	Dennis Schooley
Name on Card 2:	Crystal James

2. That the Delaware County Transit Board designates Virginia Berry as the Department Coordinator.

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

**RESOLUTION NO. 06-76**

**A RESOLUTION AUTHORIZING THE FILING OF A WAIVER REQUEST AND USE OF THE DELAWARE COUNTY REVOLVING LOAN FUND TO ASSIST THE DELAWARE AREA TRANSIT AUTHORITY (DATA) ACQUIRE HANDICAP ACCESSIBLE EQUIPMENT FOR ITS FOUR NEW PUBLIC TRANSIT VEHICLES:**

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

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, Delaware County has a Revolving Loan Fund, which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income households; and

WHEREAS, Office of Housing and Community Partnerships (OHCP) in the Ohio Department of Development (ODOD) has authorized Community Development projects requested in the past by Delaware County for eligible CDBG activities meeting a CDBG National Objective; and

WHEREAS, assistance to provide adequate public facilities to assist handicap individuals is considered a National Objective under the CDBG Program.

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 authorizes submitting a waiver request to the Office of Housing and Community Partnerships / Ohio Department of Development to request utilizing Delaware County Revolving Loan Fund funds in an amount not to exceed \$15,420 to assist the Delaware Area Transit Authority (DATA) in the purchase of handicap accessible lift to get wheel chairs into buses, equipment to secure the wheel chairs on the bus (rails and brackets), and a three-step fold away seat for each of DATA's four (4) new public light transit vehicles.

Section 2. That, upon approval by the Office of Housing and Community Partnerships / Ohio Department of Development of said waiver request, the Delaware County Board of Commissioners authorizes utilizing Delaware County Revolving Loan Fund funds in an amount not to exceed \$15,420 to assist the Delaware Area Transit Authority (DATA) in the purchase of handicap accessible equipment for DATA's four (4) new public light transit vehicles.

Section 3. That this resolution shall take effect and be in force immediately after its passage

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 17, 2006

Supplemental Appropriations

23111709-5365	Delaware County Revolving Loan Fund	\$15,420.00
Vote on Motion	Mr. Jordan      Aye      Mr. Evans      Aye      Mr. Ward	Aye

**RESOLUTION NO. 06 -77**

**IN THE MATTER OF AUTHORIZING A SUBORDINATION AGREEMENT WITH HUNTINGTON NATIONAL BANK FOR THE ABSOLUTE IMPRESSIONS, INC. AND HAMILTON/VIGAR PROPERTIES, LLC ACQUISITION & CAPITAL IMPROVEMENTS REVOLVING LOAN FUND PROJECT:**

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

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

WHEREAS, the Delaware County RLF is intended to facilitate the implementation of job-creating projects that would not go forward without RLF participation; and

WHEREAS, the County’s RLF Loan Review Committee reviewed the application and supporting documentation for the Absolute Impressions, Inc. Acquisition Project and recommended RLF participation in same; and

WHEREAS, per Resolution 04-298, approved on March 4, 2004, the Delaware County Board of Commissioners approved a loan in the amount of \$37, 250 from the Delaware County Revolving Loan Fund to Absolute Impressions, Inc. (the Company) and Vigar/Hamilton Properties, LLC (Holding Company) to complete the financing of the referenced project. Said loan was made at a fixed rate of 4% for 15 years, and was subject to various terms and conditions as recommended by the Delaware County RLF Review Committee; and

WHEREAS, Absolute Impressions, Inc. (the Company) and Vigar/Hamilton Properties, LLC (Holding Company) desire to re-finance their First Mortgage loan associated with this project with Huntington national Bank, and Huntington national Bank has requested that Delaware County enter into a subordination agreement in order to facilitate this re-financing.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT RESOLVED that the Delaware County Board of Commissioners, does hereby authorize entering into a subordination agreement in the form presented below, and as follows:

SECTION I. The Delaware County Economic Development Director shall forward a copy of this Subordination Agreement to the Office of Housing and Community Partnership, Ohio Department of Development upon execution. This amendment is conditioned on concurrence of the Ohio Department of Development, Office of Housing and Community Partnership.

SECTION II. That this Resolution shall take effect and be in force immediately after its passage.

**Delaware County Revolving Loan Fund Program**

**SUBORDINATION AGREEMENT**

THIS SUBORDINATION AGREEMENT, together with all extensions and renewals hereof and all modifications and amendments hereto, and all substitutions and replacements herefor, (hereinafter referred to as the "Subordination Agreement"), is dated as of January 17, 2006, and is made and entered into by and among Delaware County, whose mailing address is 101 N. Sandusky Street, Delaware, Ohio 43015, The Huntington National Bank (the "Bank"), whose mailing address is 41 S. High Street, Columbus, Ohio 43215, and Absolute Impressions, Inc. and Vigar/Hamilton Properties, LLC, whose mailing address is 281 Enterprise Drive, Lewis Center, Ohio 43035, (the "Borrowers").

RECITALS:

WHEREAS, Borrowers are indebted to Delaware County pursuant to a Community Development Block Grant Revolving Loan Fund loan to Borrowers in the maximum principal amount of Thirty-Seven Thousand Two Hundred Fifty and No/100s Dollars (\$37,250.00) (the "Loan"), which is secured, among other things, by a security interest second position evidenced by a second mortgage (the "Delaware County Mortgage") described in Exhibit A (the "Collateral") and evidenced by the Loan Agreement dated March 5, 2004 between Delaware County and Borrowers (the "Loan Agreement"); and

WHEREAS, Bank has agreed to make a loan to Borrowers in the principal amount of Six Hundred Five



**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 17, 2006**

Thousand and No/100s Dollars (\$605,000.00), which loan is to be secured by, among other things, a security interest first position evidenced by a first mortgage in the Collateral (the "Bank's Mortgage") and is to be evidenced by the Lender Loan Documents of even date between Bank and Borrowers (the "Lender Loan Documents"); and

WHEREAS, Delaware County and Bank wish to enter into this Subordination Agreement for the purpose of setting forth certain agreements between themselves with respect to the matters set forth herein and solely with respect to those obligations evidenced by the Lender Loan Documents and the Loan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Delaware County and Bank hereby covenant and agree as follows:

1. Incorporation of Recitals. The Recitals to this Agreement are incorporated herein by this reference.
2. Definitions. Words and terms with initial capital letters used in this Agreement (including the preamble and recitals hereto) and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement.

"Hereof," "herein," "hereunder" and "hereto" and words of similar import when used in this Subordination Agreement shall refer to this Subordination Agreement as a whole and not to any particular provision herein, and any article, section, subsection, paragraph, item, exhibit, and schedule references are to this Subordination Agreement unless otherwise specified.

**All terms defined in this Subordination Agreement in the singular shall have comparable meanings when used in the plural and vice versa unless other specified.**

3. Subordination of Delaware County Mortgage, Security Interest and Payments. Delaware County hereby subordinates all indebtedness due and owing on the Loan to all indebtedness now or hereafter owing by Borrowers to Bank pursuant to the Lender Loan Documents to the extent and in the manner hereinafter set forth. Delaware County agrees not to demand, accept or receive, directly or indirectly, any payment on the Loan except for those principal and interest payments set forth in Exhibit D hereto. Irrespective of (a) the time, order or method of attachment or perfection of the respective security interests and/or liens granted to Delaware County or Bank in or on any or all of the property or assets of Borrowers including but not limited to the Collateral, (b) the time or manner of the filing of their respective financing statements, (c) the possession of any portion of the property or assets of Borrowers including but not limited to the Collateral, (d) the dating, execution or delivery of any agreement granting to Delaware County or to Bank security interests and/or liens in or on any or all of the property or assets of Borrowers including but not limited to the Collateral, (e) the giving of notice or the failing to give notice of any of the above, and (f) any provision of law to the contrary, Delaware County shall have a second lien priority position in the property and/or assets of Borrowers including but not limited to the Collateral, and Bank shall have a first lien priority position in the property and/or assets of Borrowers including but not limited to the Collateral. Furthermore, it is hereby mutually agreed that Bank's Mortgage shall be a first and best lien on said real estate, more fully described in Exhibit B, and Delaware County hereby subordinates and waives the priority of the Delaware County Mortgage which shall remain a second mortgage, and shall remain in second position in favor of Bank's Mortgage. In addition, Delaware County shall have second lien position on all other assets of Borrowers, which shall be evidenced by a separate Security Agreement, more fully described in Exhibit C.
4. Action to Be Taken Upon Occurrence of Event of Default. Under the terms of the Loan Agreement, the Lender Loan Documents, the occurrence and continuance of an event of default under either the Loan Agreement or the Lender Loan Documents constitutes an event of default under all such documents. Delaware County and Bank agree that, upon the occurrence of an event of default under any such document, Delaware County and Bank shall immediately consult in good faith with one another in an attempt to agree upon a mutually acceptable course of conduct including, but not limited to, actions to be taken with respect to the Collateral. In the event that Delaware County and Bank are unable to so agree, Delaware County or Bank may proceed to take action in accordance with the remedies available to them in the Loan Agreement, the Lender Loan Documents, respectively, for the mutual benefit of each in accordance with Sections 5 and 6 hereof.
5. Payment of Reasonable Attorney's Fees By Bank. In the Event of Default under the Loan Agreement, which Event of Default remains uncured for a period of more than thirty (30) days, Bank shall reimburse to Delaware County, the reasonable attorney's fees incurred by Delaware County in the enforcement of its rights and remedies under the Loan Agreement as a result of the Event of Default. The aggregate attorney's fees to be reimbursed by Bank to Delaware County shall not exceed the outstanding balance due and owing on the Loan at the time of the occurrence of the Event of Default, provided, however that in the event the balance due and owing on the Loan is less than \$10,000, the aggregate attorney's fees to be reimbursed by Bank to Delaware County shall not exceed \$10,000. For reimbursement purposes, Bank shall not be obligated to reimburse Delaware County for reasonable attorney's fees pursuant to this

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 17, 2006**

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Paragraph until thirty (30) days after Bank's receipt of the bills for legal services rendered for which compensation is sought by Delaware County.

6. Distribution. If, prior to the satisfaction of the indebtedness owing under the Lender Loan Documents, Delaware County receives from any source whatsoever including, but not limited to, receipt resulting from the exercise by any court of its legal or equitable powers, any payment with respect to any of the obligations of Borrowers to Delaware County or any security for or on account of the obligations of Borrowers to Delaware County except for those payments set forth in Exhibit D, Delaware County shall forthwith deliver such payment or security to Bank, in precisely the form received, except for Delaware County's indorsement when necessary, for application on account of the obligations owed by Borrowers to Bank under the Lender Loan Documents and until so delivered, such payment or security shall be held in trust by Delaware County as the property of Bank. In the event of the failure of Delaware County to indorse any instrument for the payment of money so received by Delaware County, Bank is irrevocably appointed attorney for Delaware County with full power to make such indorsement and with full power of substitution. The provisions of this Section are not intended to and shall not be construed to constitute consent by Bank to the acceptance of payments by Delaware County.
 

If, following the occurrence of an event of default by Borrowers, amounts owing or to become owing under the Loan Agreement and/or the Lender Loan Documents are accelerated, or any foreclosure, sale, or other disposition or liquidation proceedings concerning the Collateral and/or any other property and/or assets of Borrowers are commenced, all payments or amounts realized or received thereafter by Delaware County or Bank, which payments or amounts are secured by or derived from the Collateral and/or any other property and/or assets of Borrowers shall be held by or distributed to Bank until satisfaction of the Lender Loan Documents. Any payments or amounts realized or received after satisfaction of the Lender Loan Documents by Delaware County or Bank which payments or amounts are secured by or derived from the Collateral and/or any other property and/or assets of Borrowers shall be held by or distributed to Delaware County until satisfaction of the Loan Agreement.
7. Insurance Proceeds. To the extent permitted under the Loan Agreement, the Lender Loan Documents, Delaware County and Bank will attempt to have all insurance proceeds, if any, on the Collateral made payable jointly to Delaware County and Bank, but if payment shall be made to one of the parties to this Subordination Agreement, such party will hold the proceeds in trust for the mutual benefit of the other party pending application and distribution in accordance with this Subordination Agreement, the Loan Agreement, and the Lender Loan Documents. Whenever pursuant to the Loan Agreement and the Lender Loan Documents, or this Subordination Agreement a procedure for Delaware County or Bank to disburse such proceeds is required, Delaware County and Bank agree to cooperate with each other in good faith in establishing a mutually acceptable procedure consistent with the provisions thereof and hereof. Any such proceeds are subject to distribution and sharing in the same manner as other proceeds of the Collateral.
8. Notices. Delaware County and Bank shall deliver to each other (a) as soon as practicable after receipt thereof, any notice which it receives in connection with the loan obligations owed to it by Borrowers, (b) prompt notice of any fact or occurrence, excluding lapse of time but including such things as any purported transfer or removal from the State of Ohio of all or any part of the Collateral, which may impair the priority of each party's lien or the perfection of their respective security interests in the Collateral, and (c) at least ten (10) days' prior written notice of any action either of them proposes to undertake under the last sentence of Section 4 hereof or otherwise with respect to the Collateral.
9. Method of Notification. All notices made or required to be given to any party hereto pursuant to this Subordination Agreement shall be in writing and shall be sent to the address appearing in the preamble to this Agreement by regular United States' mail or overnight courier service. Each of the parties hereto may change its address for service of notice by giving a notice complying with this Section 8 to the other parties hereto.
10. Termination of Obligations. This Subordination Agreement shall automatically terminate upon payment in full of all obligations of Borrowers to either Delaware County under the Loan Agreement and Bank under the Lender Loan Documents provided, however, that if all or any part of any payment by Borrowers to Delaware County or Bank is thereafter invalidated or set aside or required to be repaid to any person in any bankruptcy or other proceeding, then this Subordination Agreement shall be renewed as of such date and shall thereafter continue in full force and effect to the extent of the obligations so invalidated, set aside or repaid. Upon any such termination, all financing statements and liens applicable to the satisfied obligations shall be terminated by the appropriate party. This obligation shall survive any termination of this Subordination Agreement.

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD JANUARY 17, 2006

11. Consents, Amendments and Waivers. No amendment, waiver, or consent of any provision of any this Subordination Agreement shall be effective unless in writing and signed by Delaware County and Bank. Each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the waiving party or the obligations of Borrowers to any of the parties in any other respect at any other time.
12. Assignment and Parties in Interest. This Subordination Agreement may not be assigned by any party without the advance written consent of each other party hereto. All terms of this Subordination Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the respective successors and permitted assigns of Delaware County and Bank.
13. No Third-Party Beneficiaries. This Subordination Agreement is solely for the benefit of Delaware County and Bank and is not intended to grant any rights, benefits or defenses to or for the benefit of any other person whatsoever. The parties agree that borrowers are signing this Subordination Agreement solely for the purpose of consenting to and acknowledging the rights and obligations of Delaware County and Bank. Borrowers shall have no rights hereunder.
14. Reservation of Security Interests as Against Third Parties. Nothing contained herein is intended to affect or limit in any way the security interests and/or liens each of the parties hereto has in any and/or all of the property and assets of Borrowers, whether tangible or intangible, insofar as Borrowers and third parties are concerned. The parties hereto specifically reserve all respective security interests and/or liens and rights to assert such security interests and/or liens as against Borrowers and third parties.
15. Headings. The headings of the Sections of this Subordination Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.
16. Applicable Law and Venue. This Subordination Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, except for applicable federal law and except as otherwise required by rules of Ohio law that mandate the application of the laws of another forum. Any and all actions relating in any way to this Subordination Agreement shall be venued in Delaware County, Ohio, and all of the parties and Borrowers acknowledge and consent to the jurisdiction of the courts located in such county.
17. Severability. If any provision of this Subordination Agreement, or any term, condition, covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, term, condition, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable portion were not contained herein. Such invalidity or enforceability shall not affect any valid and enforceable application thereof, and each such provision, term, condition, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.
18. Integration. This Subordination Agreement is the entire agreement between the parties hereto relating to the matters set forth herein and supersedes all prior understandings and agreements, whether written or oral, between the parties hereto and Borrowers relating to such matters.
19. Counterparts. This Subordination Agreement and any amendment hereto may be executed in several counterparts and by each party on a separate counterpart, each of which, when so executed and delivered shall be an original, but all of which together shall constitute but one and the same instrument.

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

**RESOLUTION NO. 06-78**

**SETTING DATE AND TIME FOR DELAWARE COUNTY'S FY 2006 CDBG AND RLF PROGRAMS PUBLIC HEARING # 1:**

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

Whereas, a public hearing will be held on **Monday, February 6, 2006, at 7:30 pm** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is required to implement the County's FY 2006 CDBG Program.

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

**RESOLUTION NO. 06-79**

**IN THE MATTER OF ADOPTING A RESOLUTION APPROVING THE PURCHASE OF MEALS AND BEVERAGES FOR THE LOCAL EMERGENCY PLANNING COMMITTEE MEETINGS:**

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 17, 2006

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue of Expenditure of Public Funds for Proper "Public Purpose"; and

WHEREAS, the Delaware County Board of Commissioners appointed a Local Emergency Planning Committee (L.E.P.C.) that meets every two months; and

WHEREAS, the L.E.P.C. members are composed of volunteers and conducts its meetings during normal week day lunch hours to ensure maximum participation; and,

WHEREAS, these meetings normally last for at least two hours and meals are authorized and funded from the State Emergency Response Commission grant;

NOW THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby resolve to approve the purchase and accompanying purchase orders for meals and beverages during these meetings as follows:

Top Dog Deli	\$475.00	box lunches
Bob Lavender	\$150.00	beverages

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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**RESOLUTION NO. 06-80**

**IN THE MATTER OF APPOINTING DEBRA MILLER AS THE LOCAL GOVERNMENTAL REPRESENTATIVE TO THE LIBERTY COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY:**

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall appoint individuals to the Liberty Community Infrastructure Financing Authority. Debra Miller shall be appointed as the local governmental representative to complete the remaining term of Nan Metz. Term beginning January 17, 2006 and ending December 3, 2006 and

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, have appointed Debra Miller as the local governmental representative, to the Liberty Community Infrastructure Financing Authority.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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**RESOLUTION NO. 06-81**

**IN THE MATTER OF APPOINTING DEBRA MILLER AS THE LOCAL GOVERNMENT REPRESENTATIVE TO THE POWELL COMMUNITY INFRASTRUCTURE FINANCING AUTHORITY:**

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall appoint individuals to the Powell Community Infrastructure Financing Authority. Debra Miller shall be appointed as the local governmental representative to complete the remaining term of Nan Metz. Term beginning January 17, 2006 and ending December 3, 2006, and

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Debra Miller to the Powell Community Infrastructure Financing Authority.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye
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**RESOLUTION NO. 06-82**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR FERIDIAN COMMONS III AND SCIOTO RESERVE, SECTION 1, PHASE B:**

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 17, 2006

It was moved by Mr. Jordan, seconded by Mr. Evans to approve sanitary sewer plans for Feridian Commons III and Scioto Reserve, Section 1, Phase B for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 06-83**

**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; PENDING OR IMMINENT LITIGATION AND LAND ACQUISITION :**

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 10:08AM.

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

**RESOLUTION NO. 06-84**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn out of Executive Session at 12:00AM.

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

There being no further business the meeting adjourned.

\_\_\_\_\_  
Glenn A. Evans

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Kristopher W. Jordan

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Letha George, Clerk to the Commissioners