

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 29, 2008

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

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

PUBLIC COMMENT

RESOLUTION NO. 08-1528

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM
REGULAR MEETING HELD DECEMBER 22, 2008:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on
December 22, 2008; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the
entire record of the proceedings at that meeting is completely and accurately captured in the electronic record
of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at
the previous meeting.

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

RESOLUTION NO. 08-1529

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW
CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1226 AND MEMO
TRANSFERS IN BATCH NUMBERS MTAPR1226:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of
warrants in batch numbers CMAPR1226, memo transfers in batch numbers MTAPR1226 and Purchase Orders
and Vouchers as listed below:

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

RESOLUTION NO. 08 -1530

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Economic Development Department is requesting that Dottie Brown attend a Neighborhood Stabilization
Program Training in Reynoldsburg, Ohio January 16, 2009, at no cost.

The Engineer’s Office is requesting that Chris Bauserman attend various NACE and ARRA and CEAO
Conferences in various locations as NACE President 2009-2010 at the cost of \$9,400.00.

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

RESOLUTION NO. 08-1531

IN THE MATTER OF ADOPTING RESOLUTION OF CONGRATULATIONS TO ZACH WAGNER UPON
EARNING HIS EAGLE SCOUT AWARD:

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

WHEREAS, Zach Wagner has been a member of Boy Scout Troop # 300; and

WHEREAS, Zach Wagner has met all the requirements and been approved by the National Council of Boy
Scouts to receive the Eagle Scout Award, and

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to Zach
Wagner on earning the Eagle Scout Award.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby

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officially congratulates Zach Wagner on attaining Scouting’s highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents.

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

RESOLUTION NO. 08-1532

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONERS, ROBERT A. MEYER JR., PORTER, WRIGHT, & ARTHUR LLP., REQUESTING ANNEXATION OF 9.774 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mr. Evans, seconded by Mr. Ward to acknowledge that on December 22, 2008, the Clerk to the Board of Commissioners received an annexation petition request to annex 9.774 acres from Liberty Township to the City of Powell.

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

RESOLUTION NO. 08-1533

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF A LETTER FROM AGENT FOR THE PETITIONERS, ROBERT A. MEYER JR., PORTER, WRIGHT, & ARTHUR LLP., TO VOLUNTARILY WITHDRAW THE ANNEXATION PETITION OF 9.774 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mr. Evans, seconded by Mr. Ward to acknowledge receipt of a letter from agent for the petitioners, Robert A. Meyer Jr., Porter, Wright, & Arthur Llp., to voluntarily withdraw the annexation petition Of 9.774 Acres Of Land In Liberty Township To The City Of Powell.

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

RESOLUTION NO. 08-1534

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN THE CONCORD/SCIOTO COMMUNITY AUTHORITY, AND THE COUNTY OF DELAWARE, OHIO:

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

(A copy of the amendment is available in the Commissioners’ Office until no longer of administrative value).

(This resolution supersedes Resolution No. 08-1517 from December 22, 2008)

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

RESOLUTION NO. 08-1535

IN THE MATTER OF APPROVING PLAT FOR CROSS CREEK 3B:

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

Cross Creek 3b

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, Being Part Of Farm Lot 15, Quarter Ownship 1, Township 3, Range 18, United States Military Lands, Containing Acres Out Of The 65.302 Acre Tract Conveyed To Homewood Corporation, By Deed Of Record In Deed Book 583, Pate 784, Records Of The Recorder’s Office, Delaware County, Ohio. Cost \$27.00

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

RESOLUTION NO. 08-1536

IN THE MATTER OF APPROVING TO RE-RECORD AND SHOW CORRECT PAYMENT FOR HOME ROAD CSX PROJECT EASEMENTS WITH TRIANGLE PROPERTIES:

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

Home Road CSX Project (Triangle Properties)

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In June of this year, your Board approved easements between Delaware County and Triangle Properties for the above referenced project. On those easements, which have been recorded, the wrong payment amount was listed. ODOT has requested that these easements be re-recorded showing the correct payment amount on them. A memo of explanation from Ryan Mraz, Chief Deputy Design Engineer, is available.

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)**

PARCELS: 11 WDV1,WDV2,WDV3,TV1,TV2,TV3
DEL-CR124-4.11

This Agreement is by and between the Board of Commissioners, Delaware County, Ohio, [hereinafter "Purchaser"] and Triangle Properties, Inc., an Ohio Corporation [hereinafter "Seller"]; "Seller" includes all of the foregoing named persons or entities].

In consideration of the mutual promises, agreements, and covenants herein contained, the parties hereto do hereby contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$202,283.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest; and all other real estate taxes and assessments that are a lien as of the date on which this contract closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title.

The Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold And Deed To Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles, and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower; in the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles, and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters'-rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from, and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments necessary for the construction and maintenance of the subject highway project over, across, or upon the property described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles, and interests in the property described in Exhibit A, such as, but not limited to those belonging to tenants, lessees, mortgagees, or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

7. No Change in Character of Property

Seller shall not change the existing character of the land, or alter, remove, destroy, or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration, or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the

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abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser may, at its option after discovery or notification of such damage, change, alteration, or destruction, terminate, cancel, and void this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by the Seller that shall remain open for acceptance by Purchaser for a period of thirty (30) days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within the said period of thirty (30) days, this Agreement shall constitute and be a valid Contract For Sale And Purchase Of Real Property that is binding upon all parties hereto.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of both parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the parties may agree, but no later than ten (10) days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than one hundred twenty (120) days after the last date on which one of the parties hereto executes this Agreement.

11. Physical Possession of Land and Improvements

Physical possession of the land and improvements shall be surrendered by Seller not later than the date on which payment of the purchase price is tendered by Purchaser.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date on which payment of the purchase price is tendered by Purchaser, and from that date forward Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenants. If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price was tendered by Purchaser and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon either party.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the Board of Commissioners, Delaware County, Ohio, and Triangle Properties, Inc., an Ohio Corporation, have executed this Agreement on the date(s) indicated immediately below their respective signatures.

Triangle Properties, Inc., an Ohio Corporation

TEMPORARY RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Triangle Properties, Inc., an Ohio corporation, the Grantor(s) herein, in consideration of the sum of \$7,583.00, to be paid by the State of Ohio, Department of Transportation, in the name of and for the use of The Board of Commissioners of Delaware County, Ohio, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit "A" the following described real estate:

PARCEL(S): 11-TV1,TV2,TV3
DEL-CR124-4.11

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Prior Instrument Reference: OR 54, page 1242 and page 1252 Delaware County Recorder's Office.

To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement herein granted to the Grantee is Eighteen (18) months immediately following the date on which the work described above is first commenced by the Grantee, or its

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duly authorized employees, agents, and contractors.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT: Triangle Properties, Inc., an Ohio corporation, the Grantor(s) herein, in consideration of the sum of \$194,700.00 , to be paid by the State of Ohio, Department of Transportation, in the name of and for the use of The Board of Commissioners of Delaware County, Ohio, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns forever, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 11 WDV1,WDV2,WDV3
DEL-CR124-4.11

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Prior Instrument Reference: OR 54,page 1242 and page 1252 Delaware County Recorder’s Office.

And the said Grantor(s), for it and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

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

RESOLUTION NO. 08-1537

IN THE MATTER OF APPROVING THE RIGHT OF WAY PLANS, SPECIFICATIONS OF THE SAWMILL PARKWAY EXTENSION (NORTH OF HYATTS ROAD):

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

Whereas the County Engineer has developed plans, estimates, specifications, surveys and plats to extend Sawmill Parkway north of Hyatts Road in a manner consistent with the centerline Plat recorded September 26, 2006 (Book 739 page 973-979);

Whereas the County Engineer recommends that for the benefit of the public convenience and welfare, the Board should proceed with right of way acquisitions at the earliest possible date;

NOW THEREFORE BE IT RESOLVED THAT:

Section 1: The Board hereby approves the right of way plans, specifications, surveys and plats as prepared by the County Engineer for the improvement known as Sawmill Parkway Extension (north of Hyatt’s Road)

Section 2: The Board has determined that for the public convenience and welfare said acquisitions and negotiations shall proceed at the earliest possible date.

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

RESOLUTION NO. 08-1538

IN THE MATTER OF APPROVING A SETTLEMENT AGREEMENT IN THE MATTER OF RHONDA GRIFFITH V. DELAWARE COUNTY, ET AL., COMMON PLEAS COURT CASE NUMBER: 07CVD-12-1462:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the settlement agreement and payment for Rhonda Griffith vs. Delaware County, Ohio Board of Commissioners, Delaware County Common Pleas Court Case Number 07-CVD-12-1462.

(A copy of the agreement is available in the Commissioners’ Office until no longer of administrative value).

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

RESOLUTION NO. 08-1539

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Rhonda Griffith will need to use Leave-With-Out-Pay for Pay Periods 0901101, and 0901002.

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

RESOLUTION NO. 08-1540

IN THE MATTER OF APPROVING ADDITIONS TO THE 2009 BUDGET:

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

| | | |
|----------|---------------------------------|--------------|
| 701 | Family & Children First Council | |
| | Balance, January 1st | 23,276.70 |
| 70161602 | Service Coordination | |
| | Revenues | |
| | Intergovernmental | 101,753.00 |
| | | 101,753.00 |
| | Expenditures | |
| | Services & Charges | 140,242.00 |
| | | 140,242.00 |
| 70161603 | Fam & Child First Admin | |
| | Revenue | |
| | Intergovernmental | 25,681.00 |
| | Other Financing | 10,000.00 |
| | | 35,681.00 |
| | Exenditures | |
| | Mat & Supplies | 500.00 |
| | Services & Charges | 29,597.00 |
| | | 30,097.00 |
| 70161606 | Help Me Grow General Rev | |
| | Revenue | |
| | Intergovernmental | 104,804.00 |
| | | 104,804.00 |
| | Expenditures | |
| | Benefits | 2,972.00 |
| | Services & Charges | 103,188.00 |
| | | 106,160.00 |
| 70161607 | Help Me Grow TANF | |
| | Revenue | |
| | Intergovernmental | 396,709.00 |
| | | 396,709.00 |
| | Expenditures | |
| | Services & Charges | 385,238.00 |
| | | 385,238.00 |
| | Cash before Encumbrances | 486.70 |
| 29440408 | Road & Bridge Perm Sales Tax | |
| | Balance, January 1st | - |
| | Sales Tax | 8,750,000.00 |
| | | 8,750,000.00 |
| | Expenditures | |
| | Services & Charges | 825,000.00 |
| | Capital Outlay | 7,600,000.00 |
| | | 8,425,000.00 |
| | Cash before Encumbrances | 325,000.00 |
| 20110106 | REA/GIS | |
| | Expenditures | |
| | Salaries | 20,631.18 |
| | Benefits | 6,135.28 |
| | | 26,766.46 |

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|----------|--------------------|------------|
| 21410306 | 911 | |
| | Expenditures | |
| | Services & Charges | 150,000.00 |
| | | 150,000.00 |

| | | |
|----------|--------------------------|------------|
| 40740406 | Stover Rd Duns Rd Bridge | |
| | Balance, January 1st | - |
| | Intergovernmental | 294,800.00 |
| | | 294,800.00 |
| | Expenditures | |
| | Capital Outlay | 294,800.00 |
| | | 294,800.00 |

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

RESOLUTION NO. 08-1541

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

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

Supplemental Appropriation

| | | | |
|---------------|---|----|----------------|
| 20210108-5001 | BMV - Compensation | \$ | (10,000.00) |
| 20210108-5101 | BMV - Health Insurance | \$ | (10,000.00) |
| 21311322-5225 | FEMA Fire Assist Grant - Pers Pro Equip | \$ | (680.00) |
| 21511307-5101 | EMA - Health Insurance | \$ | (1,000.00) |
| 21511308-5001 | EMA/FY06 HMEP - Compensation | \$ | (4,000.00) |
| 21511309-5001 | EMA/FY08 EMPG - Compensation | \$ | (20,000.00) |
| 21511309-5101 | EMA/FY08 EMPG -Health Insurance | \$ | (5,000.00) |
| 23011702-5365 | CDBG/Program Income - Grant Related Services | \$ | (22,000.00) |
| 23011704-5365 | CDBG/FY06 - Grant Related Services | \$ | (21,500.00) |
| 23811001-5301 | Clean Ohio Trails Funding/Contracted Services | | \$ (21,900.00) |
| 23612302-5001 | VOCA Grant – Compensation | \$ | (700.00) |
| 23612302-5101 | VOCA Grant - Health Insurance | \$ | (700.00) |
| 23711630-5001 | CSEA – Compensation | \$ | (85,000.00) |
| 23711630-5101 | CSEA - Health Insurance | \$ | (40,000.00) |
| 25722304-5230 | Intensive Supervision- Safety & Security Supplies | \$ | (3,000.00) |
| 25722304-5345 | Intensive Supervision- Safety & Security Services | \$ | (2,000.00) |
| 25922307-5001 | Mental Health Grant - Compensation | \$ | (15,600.00) |
| 25922307-5301 | Mental Health Grant - Contracted Services | \$ | (22,500.00) |
| 26126301-5001 | Indigent Guardian - Compensation | \$ | (5,500.00) |
| 26126301-5301 | Indigent Guardian - Contracted Services | \$ | (5,000.00) |
| 28931314-5215 | Drug Enforcement & Education - Program Supplies | \$ | (3,000.00) |

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|---|---|--------|---|
| 40311409-5319 | DI – Reimbursement | \$ | (2,500.00) |
| 40311417-5301 | DI/Rudor Toot - Contracted Services | \$ | (3,000.00) |
| 40311420-5301 | DI/Brookview - Contracted Services | \$ | (2,300.00) |
| 40311420-5430 | DI/Brookview -Ditch Construction | \$ | (36,000.00) |
| 40311421-5301 | DI/Dutcher-Scott - Contracted Services | \$ | (4,250.00) |
| 40311421-5430 | DI/Dutcher-Scott -Ditch Construction | \$ | (117,000.00) |
| 40311422-5430 | DI/Jones-Timms -Ditch Construction | \$ | (58,070.00) |
| 40311423-5430 | DI/McNamara -Ditch Construction | \$ | (96,000.00) |
| 40311424-5301 | DI/Rhodes - Contracted Services | \$ | (3,380.00) |
| 40311425-5301 | DI/Sheets - Contracted Services | \$ | (5,000.00) |
| 40311425-5430 | DI/Sheets -Ditch Construction | \$ | (195,000.00) |
| 40411414-5410 | Capital Projects Fund -Building Improvement | \$ | (2,000,000.00) |
| 40740406-5425 | Stover Rd Bridge- Bridge Construction | \$ | (294,800.00) |
| 41040419-5425 | N. Old St Rd Over Leatherwood Run-Bridge Construction | \$ | (125,165.03) |
| 43111424-5410 | CFOA-Building Improvements | \$ | (48,101.37) |
| 50411121-5375 | BR US23/Lewis Center - Settlement Services | \$ | (15,000.00) |
| 50511122-5375 | BR Primmer - Settlement Services | \$ | (775.97) |
| 50611123-5375 | BR Smith - Settlement Services | \$ | (423.64) |
| 50711124-5375 | BR Sackett - Settlement Services | \$ | (67.90) |
| 50811125-5375 | BR Sawmill Pkwy - Settlement Services | \$ | (14,301.66) |
| 50911126-5375 | BR Olentangy Crossings - Settlement Services | \$ | (11,261.55) |
| 51111128-5375 | BR Old Kingston - Settlement Services | \$ | (653.42) |
| 51211129-5375 | BR Coomer – Settlement Services | \$ | (1,719.06) |
| 70161607-5348 | Help Me Grow TANF/Client Services | \$ | (40,000.00) |
| TRANSFERS OF FUNDS | | | |
| 10011102-5801 | 29240101-4601 | \$ | 178,189.76 |
| Commissioners/General Transfer Engineers Interest | | | |
| 10011102-5801 | 60111901-4601 | \$ | 260,000.00 |
| Commissioners/General Transfer Property & Casualty - Transfer in | | | |
| Vote on Motion | Mr. Jordan | Absent | Mr. Evans Aye Mr. Ward Aye |
| RESOLUTION NO. 08-1542 | | | |
| IN THE MATTER OF RESCHEDULING THE THURSDAY JANUARY 1, 2009 COMMISSIONERS' SESSION TO WEDNESDAY DECEMBER 31, 2008 AT 9:00AM: | | | |
| It was moved by Mr. Evans, seconded by Mr. Ward to rescheduling the Thursday January 1, 2009 Commissioners' Session To Wednesday December 31, 2008 At 9:00am. | | | |
| Vote on Motion | Mr. Evans | Aye | Mr. Jordan Absent Mr. Ward Aye |

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RESOLUTION NO. 08-1543

IN THE MATTER OF APPROVING AN ADDENDUM TO THE REAL ESTATE PURCHASE AGREEMENT
BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY AND JOHN A. SANDERS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the addendum to the real estate purchase agreement.

This Addendum modifies that the certain Real Estate Purchase Contract (the “Contract”) between the parties for the sale and purchase of the property commonly know as 6594 State Route 37 East Galena, Ohio 43021 (the “Premises”).

Notwithstanding the provisions of Article VI of the Contract, possession of the Premises shall be tendered at Closing, subject to the right of the Seller to have an additional 30 days after Closing to remove Seller’s personal property from the Premises. Further, upon Buyer providing Seller with a written request within the 30-day period, Buyer shall be entitled request up to an additional 30 days to remove such property.

All other provisions of the Contract shall remain in full force and effect.

Further Be It Resolved, that the Commissioners designate Glenn A. Evans to sign the closing documents for this Real Estate Purchase Contract.

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

MR. WARD’S MOTION TO APPOINT THOMAS GREER AS THE DELAWARE BOARD OF COUNTY
COMMISSIONERS’ REPRESENTATIVE TO THE DELAWARE PUBLIC DEFENDER COMMISSION DIED
FOR LACK OF A SECOND

RESOLUTION NO. 08-1544

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. Evans, seconded by Mr. Ward to adjourn into Executive Session at 9:45AM.

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

RESOLUTION NO. 08-1545

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Ward to adjourn out of Executive Session at 11:05AM.

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

RESOLUTION NO. 08-1546

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to promote Joey Beth Cotter, with the Department of Job and Family Services, to a Social Services Worker III; effective date December 29, 2008.

Recommendation to promote Michelle Leighty, with the Department of Job and Family Services, to a Social Services Worker III; effective date December 29, 2008.

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

RESOLUTION NO. 08-1547

IN THE MATTER OF RECOMMENDING THAT CATHY JENKINS EMPLOYMENT IS TERMINATED
EFFECTIVE DECEMBER 29, 2008:

It was moved by Mr. Evans, seconded by Mr. Ward to approve That Cathy Jenkins Employment Is Terminated Effective December 29, 2008.

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 29, 2008

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| Vote on Motion | Mr. Ward | Aye | Mr. Jordan | Absent | Mr. Evans | Aye |
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There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners