

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 27, 2011

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

Present:  
Dennis Stapleton, President  
Ken O’Brien, Vice President  
Tommy Thompson, Commissioner

RESOLUTION NO. 11-1246

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 24, 2011:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on October 24, 2011; 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. Thompson   Aye   Mr. Stapleton   Aye   Mr. O'Brien   Aye

RESOLUTION NO. 11-1247

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM WORK SESSION HELD OCTOBER 24, 2011:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in a work session on October 24, 2011; 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 work session 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 work session.

Vote on Motion   Mr. Stapleton   Aye   Mr. Thompson   Aye   Mr. O'Brien   Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-1248

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1026:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1026, and Purchase Orders as listed below:

PR	Vendor Name	Line Desc	Line Account	Amount	Line
R1106430	TAPE-TEL ELECTRONICS INC	HEADSET	22411601 - 5250	\$4,950.00	0001
R1106430	TAPE-TEL ELECTRONICS INC	BATTERIES	22411605 - 5250	\$55.90	0002
R1106430	TAPE-TEL ELECTRONICS INC	SHIPPING	22411605 - 5201	\$42.50	0003
R1106508	EASTMAN PARK MICROGRAPHICS INC	SERVICE AGREEMENT FOR DIGITAL ARCHIVE WRITER	10011103 - 5325	\$1,152.00	0001
R1106508	EASTMAN PARK MICROGRAPHICS INC	SERVICE AGREEMENT FOR DIGITAL ARCHIVE WRITER 4800	10011103 - 5325	\$6,539.00	0002

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R1106508	EASTMAN PARK MICROGRAPHICS INC	SERVICE AGREEMENT 10011103 - 5325 FOR DIGITAL ARCHIVE WRITER	\$151.00	0003
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Vote on Motion   Mr. O'Brien      Nay      Mr. Thompson      Aye      Mr. Stapleton      Aye

RESOLUTION NO. 11-1249

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

The Administrative Services Department is requesting that Brad Euans, Gina Fasone and Dawn Huston attend an Ohio Public Employer Labor Relations Association Seminar in Columbus, Ohio November 18, 2011; at the cost of \$525.00 (Fund Number 10011108).

Vote on Motion   Mr. Thompson      Aye      Mr. O'Brien      Aye      Mr. Stapleton      Aye

RESOLUTION NO. 11-1250

IN THE MATTER OF APPROVING THE PROJECT AGREEMENT BETWEEN J.D. PARTNERSHIP AND T&R PROPERTIES, INC. AND THE BOARD OF COUNTY COMMISSIONERS FOR THE PROJECT DESCRIBED AS THE RAVINES OF ALUM CREEK:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following agreement:

PROJECT AGREEMENT  
PROJECT NUMBER: N04019

**THIS AGREEMENT** executed on this 27<sup>th</sup> day of October 2011 between **J.D. PARTNERSHIP AND T&R PROPERTIES, INC.**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO (COUNTY COMMISSIONERS)**, for the project described as the Ravines of Alum Creek, further identified as Project Number N04019, shall amend, in its entirety, a Subdivider’s Agreement executed by Resolution 04-448 of the County Commissioners, dated April 12, 2004, by and between the same parties, and shall be governed by the following considerations to wit:

Said **OWNER** 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**. The **OWNER** shall also provide an irrevocable letter of credit in favor of the **COUNTY COMMISSIONERS** in the sum of \$825,000.00 and shall establish an escrow account in favor of the **COUNTY COMMISSIONERS** in the additional sum of \$758,200.00, which together shall serve as financial warranties equal to the cost of construction as shown in the Engineer’s Estimate, which is acceptable to the **COUNTY COMMISSIONERS**. The **OWNER** shall also enter into a separate Escrow Agreement governing the escrow account required herein, and said Escrow Agreement is, by this reference, fully incorporated herein. The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County, and all Townships and/or Villages** within Delaware County 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 (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** 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 **OWNER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision. The **OWNER** further agrees to pay any costs necessary for the **COUNTY** to construct the public improvements that are in excess of such performance surety provided by the **OWNER** for the work.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FORTY THREE THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion of the

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maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

Upon the completion of construction, the OWNER shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of one year. Said OWNER’S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit “A” 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 with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

Acceptance of the project into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER’S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, furnish to the COUNTY COMMISSIONERS, 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 OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County, and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER’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 OWNER or his agent, the right and privileges to make the improvements stipulated herein.

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$1,583,200.00
CONSTRUCTION BOND AMOUNT	\$1,583,200.00
MAINTENANCE BOND AMOUNT	\$ 158,400.00
INSPECTION FEE DEPOSIT	\$ 43,000.00 (This Amount Already Paid)

Vote on Motion   Mr. Stapleton   Aye   Mr. O'Brien   Aye   Mr. Thompson   Aye

RESOLUTION NO. 11-1251

IN THE MATTER OF APPROVING THE ESCROW AGREEMENT WITH STANDBY LETTER OF CREDIT BETWEEN T&R PROPERTIES, INC.; THE COUNTY OF DELAWARE AND DELAWARE COUNTY BANK AND TRUST COMPANY FOR THE RAVINES AT ALUM CREEK PROJECT AGREEMENT:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

ESCROW AGREEMENT AND STANDBY LETTER OF CREDIT GUARANTEEING SUBDIVISION IMPROVEMENTS

THIS ESCROW AGREEMENT WITH STANDBY LETTER OF CREDIT made and entered into as of the day and year last below written by and between T&R Properties, Inc., herein called DEVELOPER and the COUNTY OF DELAWARE, herein called COUNTY, and Delaware County Bank and Trust Company, herein called ESCROW AGENT, herein after Agreement.

WHEREAS, the DEVELOPER has submitted plans, information and data to the COUNTY for the creation and development of a project/subdivision to be known as The Ravines at Alum Creek (the “SITE”), and requested approval of the same by COUNTY; and

WHEREAS, the development plans for the SITE have been approved by the COUNTY’S Planning and Zoning Commission and/or the COUNTY Engineer, and the DEVELOPER has engaged Floyd Brown Company, a qualified, licensed engineer to reasonably estimate and determine that the cost of construction, installation and completion of the improvements of the aforesaid SITE (the IMPROVEMENTS) to be the sum of \$1,583,200 and the COUNTY Engineer has approved the aforesaid estimated cost of construction; and

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WHEREAS, the DEVELOPER has the COUNTY's approval of a Record Plat and seeks COUNTY's approval of certain improvements to the property; and

WHEREAS, the Ohio Revised Code and COUNTY's zoning Code require that the DEVELOPER must establish a satisfactory security to guarantee the satisfactory construction of the IMPROVEMENTS;  
NOW, THEREFORE, in consideration of the covenants, promises and agreements herein provided;

**IT IS HEREBY MUTUALLY AGREED:**

1. That the DEVELOPER has deposited the sum of \$758,200.00 with ESCROW AGENT (herein after the ESCROW SUM), and DEVELOPER has on deposit a sight draft irrevocable standby letter of credit in the form attached hereto and marked as "Exhibit A" (the LOC), with such other terms as approved by the COUNTY Engineer in favor of COUNTY for the sum of \$825,000.00, in lawful money of the United States of America, as an escrow guaranteeing the construction, installation and completion of the IMPROVEMENTS of the aforesaid development/subdivision, all in accordance with the approved site improvement construction plans therefore and the ordinances of the COUNTY regulating the same. The parties acknowledge and agree that all cash sums deposited herewith must be drawn on by COUNTY pursuant to the terms of this agreement, prior to any draw on the standby letter of credit.
2. That the ESCROW SUM shall guarantee the construction, installation, and completion of the IMPROVEMENTS associated with the SITE in accordance with the approved cost estimate by Floyd Brown Group, dated 7/18/2011, a copy of which is attached hereto and made a part hereof as "Exhibit B", and as per plans and specification for the SITE which have been filed with COUNTY and have been approved by the COUNTY Engineer.
3. That the DEVELOPER guarantees that all required IMPROVEMENTS, which have not been installed to date, will be installed constructed and completed within one (1) years from date of the issuance by the COUNTY of a construction permit (the "COMPLETION DATE"), and the DEVELOPER shall appoint a qualified, licensed engineer to supervise the construction, installation and completion of the IMPROVEMENTS and shall furnish to the COUNTY upon the completion of the IMPROVEMENTS a Certificate of Completion by said appointed engineer. Certificate of Completion shall be in the form attached hereto as "Exhibit C".
4. That prior to a request for escrow release, the DEVELOPER shall make a written request for inspection of the improvements for which escrow is being held. The COUNTY shall inspect each category of IMPROVEMENTS identified in the written request for an inspection within twenty (20) business days after the COUNTY's receipt of a written request for such inspection(s). In the event COUNTY determines that any of the IMPROVEMENTS are deficient in any respect, COUNTY will issue a written notice to DEVELOPER specifying the deficiency(s) ("DEFICIENCY NOTICE"). If DEVELOPER has not, within fifteen (15) days after the date on which such DEFICIENCY NOTICE is received by DEVELOPER, begun and diligently and with all best efforts pursued correction of all deficiency(s) noted, then COUNTY may without any further notice to DEVELOPER being necessary, issue a DRAW REQUEST (as specified below) to ESCROW AGENT in the form of "Exhibit D", in such amount as COUNTY deems necessary to correct such deficiency(s) or to protect COUNTY from damages resulting from such deficiency(s), provided, however, that any and all obligations(s) of the DEVELOPER shall be temporarily suspended during any periods when the DEVELOPER is unable to comply with such requirement(s) of this ESCROW AGREEMENT by reason of Acts of God, public enemy, fire, floods, accidents, civil commotion, closing of public highways, governmental interference or regulations or other contingencies, similar or dissimilar to the foregoing, which are beyond the reasonable control of the DEVELOPER other than the lack or inability to provide funds or labor disputes (whether or not within the reasonable control of the DEVELOPER). COUNTY shall also send a copy of each such DEFICIENCY NOTICE to the ESCROW AGENT and the Issuer of the LOC.
5. Upon execution of this Agreement DEVELOPER and COUNTY shall designate such person or persons or designated official position who/which may submit a DRAW REQUEST or otherwise provide directions or instructions to ESCROW AGENT regarding this Agreement.
6. ESCROW AGENT shall only release or disburse the ESCROW SUM or portion thereof upon receipt of and in the amount set forth in a written authorization from the COUNTY Engineer; which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said IMPROVEMENTS. As the work progresses under the supervision of a qualified, licensed engineer, said licensed engineer shall certify to the COUNTY that such work and materials are in conformance with the COUNTY Ordinances and Standards relating thereto.
7. Provided, however, that 10% of the total monies estimated for the IMPROVEMENTS which are to be dedicated to the COUNTY for maintenance shall be retained in escrow for a period of one (1) year from the date of acceptance of the IMPROVEMENTS. For purposes of this provision "retained in escrow" shall include any funds not drawn on the standby letter of credit, if any.
8. Upon completion of the IMPROVEMENTS and acceptance by the COUNTY, COUNTY shall issue a notice of the same (the "ACCEPTANCE LETTER") to DEVELOPER and ESCROW AGENT whereby ESCROW AGENT shall release all remaining ESCROW SUMS being held by ESCROW AGENT to DEVELOPER. For purposes of this agreement, issuance of the ACCEPTANCE LETTER will further release and terminate the standby letter of credit.
9. All invoices for COUNTY engineering inspections shall be paid by the DEVELOPER within thirty (30) days of the date of the invoice.
10. In addition to all other remedies available hereunder, in the event that DEVELOPER shall abandon the development of the SITE or fail to complete the Improvements prior to the COMPLETION DATE, whichever shall occur first, the COUNTY may thereafter complete, or have completed, said

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- IMPROVEMENTS and may apply the remaining ESCROW SUM therefore by delivering to the ESCROW AGENT and/or the Letter of Credit Bank a DRAW REQUEST in the form of “Exhibit D”, accompanied by its irrevocable letter of credit, any amendments thereto, as applicable, and the appropriate signed form of certificate of drawing referenced therein. DEVELOPER further agrees to indemnify and hold harmless the COUNTY from and of any and all costs and expenses incurred by the COUNTY in completing the IMPROVEMENTS, including, but not limited to, the payment of any transfer charge of the Letter of Credit Bank in the event COUNTY should transfer its rights under the Letter of Credit to any transferee.
11. That, unless written authorization to the contrary is given by the COUNTY Engineer, in the event that the DEVELOPER sells SITE, or portions thereof to a purchaser, the DEVELOPER shall make the establishment of a replacement escrow by said purchaser a requirement of the sale of said SITE. The establishment of said replacement escrow by said purchaser shall be in accordance with the provisions of the COUNTY Ordinances and this ESCROW AGREEMENT.
12. That the COUNTY hereby accepts this agreement as a satisfactory escrow agreement under the provisions and any requirements of the COUNTY’s Ordinances.
13. All notices required herein will be provided to the addresses listed below.
14. All IMPROVEMENTS to the SITE shall be complete in compliance with Section 5525 of the Ohio Revised Code and shall further comply with all other federal state and local zoning and constructions requirements.
15. ESCROW AGENT shall be paid a fee of \$1,000.00 per year, or part thereof for acting as the escrow agent. DEVELOPER shall be responsible to pay ESCROW AGENT the escrow fee in advance. DEVELOPER shall pay any such fees from separate funds. In the event DEVELOPER fails to pay such ESCROW AGENT fees timely, all parties acknowledge that ESCROW AGENT may withdraw such fee from the ESCROW SUMS.
16. ESCROW AGENT shall establish an interest bearing account or a U.S. Government money market account with Federated Investors through its trust department. Interest will be paid on the ESCROW SUMS in the amount of monthly interest as paid to the Escrow Agent by Federated Investors. Interest will be computed from the time the ESCROW SUMS are placed in escrow until said funds are disbursed pursuant to this Agreement.
- a. The Escrow Agent shall not:
- i. Incur any liability whatsoever except for willful misconduct or gross negligence so long as the Escrow Agent shall have acted in good faith; or
- ii. Have any obligation in respect of the ESCROW SUMS, other than to faithfully follow the provisions of the Agreement; or
- iii. Be required to institute legal proceedings of any kind. In the event that any legal action is instituted against the Escrow Agent in its capacity as Escrow Agent, the Escrow Agent may interplead in such action and may deposit with the Court in which such action is pending the Escrow Sums which is the subject of such action, and, in such event, the Escrow Agent shall thereupon be relieved of and discharged from any and all obligations and liabilities under and pursuant to this Agreement in respect to such finds so deposited with said Court.

Vote on Motion    Mr. O'Brien            Aye        Mr. Thompson        Aye        Mr. Stapleton        Aye

RESOLUTION NO. 11-1252

IN THE MATTER OF ESTABLISHING NEW ORGANIZATIONAL KEYS AND APPROVING  
TRANSFER OF FUNDS, TRANSFER OF APPROPRIATIONS, AND SUPPLEMENTAL  
APPROPRIATIONS FOR INTENSIVE SUPERVISION AND COMMON PLEAS COURTS :

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

Supplemental Appropriation

25622303-5201	Intensive Supervision/Supplies	\$ 3,000.00
25622303-5345	Intensive Supervision/Safety & Security	\$ 17,000.00
25722304-5345	Supervision Probation/Safety & Security	\$ 4,500.00

Transfer of Appropriation

25222203-5450	25222203-5260	
Common Pleas Projects/Mach & Equip	Common Pleas Projects/Inv Tools	\$ 3,000.00
25222203-5450	25222203-5250	
Common Pleas Projects/Mach & Equip	Common Pleas Projects/Minor Tools	\$ 2,000.00
61311923-5201	613119023-5001	
Workers Comp/Supplies	Workers Comp/Compensation	\$ 500.00

Establish New Org Keys

40940429	Cheshire & 3B's & K Intersection
51911136	BR O'BRIEN DITCH

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24231333	FY11 2nd Chance Family Based
24331334	FY11 2nd Chance Adult Offenders
Re-name	
28631323	2012 Leap Grant

Vote on Motion   Mr. Thompson   Aye   Mr. Stapleton   Aye   Mr. O'Brien   Aye

COMMISSIONERS’ COMMITTEES REPORTS

**Commissioner Thompson**  
-Concerns On The Intersection Of Lackey Old State And Cheshire; Would Like To Initiate A Meeting With The Engineer, Township And Fire Department To Discuss More Prior Warnings For The Stops.  
-Attended The DKMM Meeting; Would Like A Report On The New Top Load Recycle Units  
-Attended The Community Action Organization Meeting; Budget; Double Payment Authorized And Weatherization Program  
-Regional Planning Meeting Tonight  
- John Algie, President And GM Of New Major League Lacrosse Team Ohio Machine Spoke At Rotary

**Commissioner O’Brien**  
-Regional Planning Meeting Tonight; Budget

**Commissioner Stapleton**  
-Tonight Hosting A Local Government Dinner And Attending A Ribbon Cutting At Polaris  
-Attended The DKMM Meeting; Chair For Nominating Committee Next Year

RESOLUTION NO. 11-1253

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; FOR PENDING OR IMMINENT LITIGATION AND TO CONSIDER THE PURCHASE OR SALE OF PROPERTY FOR PUBLIC PURPOSES; AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:22AM.

Vote on Motion   Mr. Stapleton   Aye   Mr. Thompson   Aye   Mr. O'Brien   Aye

RESOLUTION NO. 11-1254

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 12:10PM.

Vote on Motion   Mr. O'Brien   Aye   Mr. Thompson   Aye   Mr. Stapleton   Aye

There being no further business, the meeting adjourned.

Ken O’Brien

Dennis Stapleton

Tommy Thompson