

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 22, 2014

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

Present:  
Gary Merrell, President  
Dennis Stapleton, Vice President- Absent until prior to vote 14-591  
Ken O'Brien, Commissioner

9:45 AM Hearing For The Proposed Vacation In The Vicinity Of 5038 Augusta Drive, Westerville

RESOLUTION NO. 14-582

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 19, 2014:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 19, 2014; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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. Merrell Aye Mr. Stapleton Absent Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-583

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0521, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0521 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0521:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0521, memo transfers in batch numbers MTAPR0521, Procurement Card Payments in batch number PCAPR0521 and Purchase Orders as listed below:

| <u>Vendor</u>         | <u>Description</u>                                      | <u>Account</u> | <u>Amount</u> |
|-----------------------|---|----------------|---------------|
| <b>PO' Increase</b>   |   |                |               |
| Shrock Premier        | Move Ohio Forward Project<br>Economic Development Dept. | 22911716-5301  | \$ 40,800.00  |
| H and H Environmental | Move Ohio Forward Project<br>Economic Development Dept. | 22911716-5365  | \$ 5,125.00   |

| <b>PR</b>                       |                       |                  |               |             |
|---------------------------------|-----------------------|------------------|---------------|-------------|
| Number                          | Vendor Name           | Line Description | Line Account  | Amount      |
| <b>- ENVIRONMENTAL SERVICES</b> |                       |                  |               |             |
| R1403860                        | JWC ENVIRONMENTAL LLC | REPAIR GRINDER   | 66211903-5428 | \$13,638.00 |

Vote on Motion Mr. Stapleton Absent Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 14-584

IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM PINEDA AND FAMILY VENTURES CORP DBA MASSEYS PIZZA AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Masseys Pizza has requested a new B permit located at 9838 Brewster LN, Powell, OH 43065 and

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Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners

Vote on Motion                      Mr. O'Brien              Aye              Mr. Merrell              Aye              Mr. Stapleton              Absent

RESOLUTION NO. 14-585

IN THE MATTER OF APPROVING THE AMENDMENT TO THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND NORTHWOODS CONSULTING PARTNERS, INC. FOR THE COLLABOR8 ANNUAL RENEWAL:

It was moved by Mr. O'Brien, seconded by Mr. Merrell to approve the following:

Whereas, the Director of Job & Family Services recommends approval of the following contract amendment;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment for with Northwoods Consulting Partners, INC. For The Collabor8 Annual Renewal:

AMENDMENT OF COMPASS SOFTWARE SUPPORT AGREEMENT BETWEEN NORTHWOODS CONSULTING PARTNERS, INC. AND LICENSEES

This Amendment is entered into this 22<sup>ND</sup> day of May, 2014 by and between Northwoods Consulting Partners, Inc. (the Licensor, hereinafter "Northwoods") and Sandusky County Department of Job and Family Services, Delaware County Department of Job and Family Services, Hancock County Department of Job and Family Services, Knox County Department of Job and Family Services, Marion County Department of Job and Family Services, Morrow County Department of Job and Family Services and Wood County Department of Job and Family Services (hereinafter referred to individually as "Licensee" and collectively as "Licensees") as modification to the Compass Software Support Agreement ("Agreement").

WHEREAS, Northwoods and the Licensees entered into a Compass Software Support Agreement effective on May 22, 2014 and expiring February 28, 2015; and

WHEREAS, Northwoods and the Licensees desire to amend the Agreement by modification and addition of terms; and

NOW THEREFORE, the parties hereto, each in consideration of mutual promises and obligations assumed herein by the other, agree as follows:

1. PRIORITY OF DOCUMENTS

This Amendment shall become part of the original Agreement as if fully rewritten herein. However, if any provision of this Amendment irreconcilably conflicts with the Agreement, this Amendment takes precedence over the Agreement.

2. LICENSEES

Licensees shall also include the respective Boards of County Commissioners for the county of each of the County Department of Job and Family Services named as Licensees above.

3. POINT OF CONTACTS

Licensees agree to designate a single point of contact to represent Licensees in matters involving each of the following areas: (1) Invoicing, (2) Technical, and (3) Contract Administration.

4. DEFINED TERMS

The following revisions/additions shall be included in the 1. DEFINED TERMS section of the Agreement as set forth below:

- a. Insert in paragraph d. "Covered Database" or "Covered Database Software": Northwoods acknowledges and agrees that Licensees' Collabor8 imaging database, currently hosted by the Ohio Department of Job and Family Services, is a covered database.
- b. Insert in paragraph e. "Covered Operating System": Northwoods acknowledges and agrees that Licensees' Collabor 8 operating system, currently hosted by the Ohio Department of Job and Family Services, is a covered operating system.

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5. SUPPORT SERVICES

The following revisions/additions shall be included in the 2. SUPPORT SERVICES section of the Agreement as set forth below:

- a. Insert in paragraph a. Silver Level, 1) *Remote Support of the Covered Software*: Northwoods shall promptly notify Licensees' technical point of contact when Northwoods fails to confirm a properly reported Error. If Licensees disagree with Northwoods failure to confirm the Error, Licensees' technical point of contact may initiate a phone conference with Northwoods. Northwoods agrees to participate in the phone conference and both parties shall make a good faith effort to resolve the dispute.
- b. Insert in paragraph d. Exclusions: Northwoods shall promptly notify Licensees' technical point of contact when Northwoods determines it is not responsible for providing, or obligated to provide, Support Services or Patches, Upgrades and Fixes under any of the listed exclusions. If Licensees disagree with Northwoods exclusion determination, Licensees' technical point of contact may initiate a phone conference with Northwoods. Northwoods agrees to participate in the phone conference and both parties shall make a good faith effort to resolve the dispute. If the dispute is not resolved, Northwoods agrees to provide Licensees' technical point of contact with an estimate of the time and materials costs to fix or correct the problem. Northwoods shall not perform any time/materials work without prior approval of Licensees.

6. LICENSEES' RESPONSIBILITIES

The following revisions/additions shall be included in the 3. LICENSEES' RESPONSIBILITIES section of the Agreement as set forth below:

- a. Insert in paragraph e. Access to Premises and Systems: Licensees agree to request premises and systems access from Ohio Department of Job and Family Services for Northwoods. Northwoods acknowledges and understands that Licensees do not control or own the premises or equipment used by the covered system and cannot unilaterally grant access to Northwoods.
- b. Insert in paragraph f. Network Infrastructure: Northwoods acknowledges and understands that Licensees do not control or own the network infrastructure.
- c. Insert in paragraph g. Back-ups: Licensor acknowledges and understands that the Licensees do not perform the daily backups on the system, but that the backups are completed by the Ohio Department of Job and Family Services. Licensor further acknowledges that if data restoration would be required, it would have to be completed by the Ohio Department of Job and Family Services.

7. FEES, PAYMENTS, CURRENCY AND TAXES

The following revisions/additions shall be included in the 4. FEES, PAYMENTS, CURRENCY AND TAXES section of the Agreement as set forth below:

- a. Insert in paragraph a. Annual Support Fees, 4) *Time and Materials Charges*: Northwoods agrees to provide Licensees' technical point of contact with an estimate of the time and materials cost to fix or correct a problem not covered under this Agreement. Northwoods shall not perform any time/materials work without prior approval of Licensees.
- b. Replace the existing paragraph with the following language: paragraph c. Payments; Remedies, 2) *Other Payments*. Licensee shall pay all other invoices hereunder in full net sixty (60) days from the date of invoice.
- c. Insert in paragraph c. Payments; Remedies, 3) *Remedies*: Licensees shall not be responsible for paying interest on past due amounts owed to Northwoods. Northwoods acknowledges that the Licensees will be sharing the cost of the services provided under this Agreement. Northwoods agrees to provide an invoicing format that will permit Licensees to easily identify and subdivide costs between the counties. Each Licensee shall provide Northwoods with a purchase order for its respective share of time and material (*i.e.*, not the annual support fees) contract costs prior to Northwoods beginning work on county specific projects.

8. INDEMNIFICATION

- a. Northwoods agrees to indemnify and hold the Licensees and their respective board members, officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, omissions, claims, suits, demands or judgments brought against any of the Licensees, and all related damages, losses, and expenses regardless of type or nature, including but not limited to paying any and all attorney's fees, costs and expenses, arising from or related to: (i) the misfeasance, malfeasance, or nonfeasance of Northwoods or any subcontractor of Northwoods during the performance of this Agreement; (ii) any accident or injury, including the death, of any individual based upon the negligent or intentional tortious act or omission by Northwoods or any subcontractor of Northwoods, related to the

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- performance of this Agreement, or (iii) infringement of any patent, copyright, trademark, trade secret, or other intellectual property right by Northwoods or any subcontractor of Northwoods in connection with the performance of this Agreement.
- b. Northwoods shall assume full responsibility for and shall indemnify Licensees for any damage to or loss of any Licensees’ property, including but not limited to buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts resulting from in whole or in part from any acts or omissions, intentional or unintentional, or Northwoods or any officer, employee, agent or representative of Northwoods.
  - c. The indemnity and other requirements of this section are contingent upon Northwoods being provided specific and adequate notice from Licensees of any legal proceeding referring to or involving actions of Northwoods, and are also contingent upon Northwoods having an adequate opportunity to participate in the defense of such legal action.
  - d. Northwoods obligations set forth above do not apply to the extent that the Indemnified Claim arises out of: (i) Licensees’ violation of this Agreement; or (ii) revision to the Software made without Northwoods’ written consent.
9. MISCELLANEOUS PROVISIONS
- a. Confidentiality. Northwoods agrees to comply with all Federal and State confidentiality laws applicable to the information and records maintained by Licensees. Northwoods understands that any access to the identities of any Licensee/Department of Job and Family Services consumers shall only be as necessary for the purpose of performing its responsibilities under the Agreement. Northwoods agrees that the use or disclosures of any information concerning Licensees’ consumers by any party associated with Northwoods for any purpose not directly related to the administration and the provisions of the Agreement is strictly prohibited. Northwoods shall ensure that all consumer documentation is protected and maintained in a secure and safe manner, whether located in Northwoods’ office or taken out of the Northwoods office.
  - b. Non-Discrimination. Northwoods certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate. Northwoods hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in §4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates. Northwoods further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in §4112.01 of the Revised Code, national origin, or ancestry.
  - c. Workers’ Compensation. Northwoods shall carry and maintain throughout the life of this Agreement, Worker’s Compensation Insurance as required by Ohio law. Northwoods shall be responsible for the payment of any and all premiums for such policies.
  - d. Drug Free Environment. Northwoods agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free environment policy.
  - e. Findings for Recovery. Northwoods certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
  - f. Assignment. The parties may not assign or transfer this Agreement without the prior consent of the other parties hereto, but such consent shall not be unreasonably withheld, conditioned or delayed.
  - g. Authority to Sign. Any person executing this Agreement and Amendment in a representative capacity hereby warrants that he/she has authority to sign this Agreement and Amendment or has been duly authorized by his/her principal to execute this Agreement and Amendment on such principal’s behalf.
  - h. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

Further Be it Resolved, the Board of Commissioners approve purchase order R1403714 to Job & Family Services, Hancock Co (22411601-5325) in the amount of \$28,548.03

Vote on Motion                      Mr. Merrell              Aye              Mr. O'Brien              Aye              Mr. Stapleton              Absent

RESOLUTION NO. 14-586

IN THE MATTER OF APPROVING APPOINTMENT TO THE DELAWARE COUNTY TRANSIT

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BOARD:

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

WHEREAS, on October 25, 1999, the Delaware County Board of Commissioners (the “Board of Commissioners”) created the Delaware County Transit Board (the “Transit Board”) and made the necessary appointments to the Transit Board, pursuant to section 306.01 and 306.02 of the Revised Code; and

WHEREAS, as necessary, the Board of Commissioners has made appointments to the Transit Board to fill vacancies in both unexpired and expired terms; and

WHEREAS, there is currently a vacancy in the DATA 3 position, for an unexpired term ending on October 24, 2016;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board of Commissioners hereby approves the appointment of the following member to the Transit Board for the unexpired term specified herein:

| Position | Appointee    | Term Ends        |
|----------|--------------|------------------|
| DATA 3   | John Dempsey | October 24, 2016 |

Section 2. The appointment approved herein shall take effect immediately upon adoption

Vote on Motion                      Mr. Stapleton      Absent    Mr. O'Brien            Aye            Mr. Merrell            Aye

RESOLUTION NO. 14-587

IN THE MATTER OF APPROVING A CONSOLIDATED ELECTRIC COOPERATIVE  
CUSTOMER DIA SERVICES, SERVICE ORDER AGREEMENT FOR DELAWARE COUNTY FOR  
HURRICANE ELECTRIC’S INTERNET SERVICE:

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

Whereas, the Director of the Data Center recommends approval of the following Service Order Agreement for Delaware County;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following Service Order Agreement for Delaware County:

Consolidated Electric Cooperative  
Customer DIA Services  
Exhibit A - 9  
Service Order Agreement for Delaware County

Location/s

The Delaware County Rack space in DataCenter.Bz

| Units | Item          | Item Description                   | Unit Cost | MRC           |
|-------|---------------|------------------------------------|-----------|---------------|
| 3     | 100M          | 300M Internet service              | \$91.67   | \$275         |
| 1/2   | Cross Connect | Cross connect from ISP to CEC rack | \$50.00   | \$25          |
|       |               |                                    |           | <u>\$0</u>    |
|       |               |                                    | Total:    | \$300         |
| Units | Item          | Item Description                   | Unit Cost | NRC           |
|       |               |                                    | \$-       | \$0.00        |
|       |               |                                    | \$-       | <u>\$0.00</u> |
|       |               |                                    | Total:    | \$0.00        |

Service Description;

This for shared access to Hurricane Electric's Internet Service through CEC the term is for 60 months. All Internet SLA's are as stated in the Hurricane Electric Master Services Agreement provided to Delaware County.

Other terms;

Service Level Agreement;

CEC agrees to maintain these services in accordance with the signed Master Services Agreement between

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Delaware County and CEC dated on our before this SOA.

Vote on Motion                      Mr. O'Brien                      Aye                      Mr. Merrell                      Aye                      Mr. Stapleton                      Absent

RESOLUTION NO. 14-588

IN THE MATTER OF APPROVING TRANSFER OF FUNDS:

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

| Transfer of Funds               |                                    |
|---------------------------------|------------------------------------|
| From                            | To                                 |
| 10011102-5801                   | 50111117-4601                      |
| Commissioners General/Transfers | Bond Retirement /Interfund Revenue |
|                                 | 3,096,412.50                       |

Vote on Motion                      Mr. Merrell                      Aye                      Mr. Stapleton                      Absent                      Mr. O'Brien                      Aye

ADMINISTRATOR REPORTS

Tim Hansley  
-No reports

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien  
-No reports

Commissioner Merrell  
-Participated in a ride along with Medic 1 on Wednesday. Would like to thank their staff for welcoming him.  
-Attended the Foster Parent banquet put on by Job and Family Services. Many thanks to the individuals who take on that responsibility to care for a child.  
-NCAA Division 3 track meets starts today at noon at Ohio Wesleyan.

RECESS UNTIL 9:45 AM

RESOLUTION NO. 14-589

9:45AM PUBLIC HEARING FOR CONSIDERATION OF THE VACATION OF A PORTION OF AUGUSTA DRIVE IN GENOA TOWNSHIP DELAWARE COUNTY, OHIO:

It was moved by Mr. O’Brien, seconded by Mr. Merrell to open the hearing at 9:45 AM.

Vote on Motion                      Mr. Stapleton                      Absent                      Mr. Merrell                      Aye                      Mr. O'Brien                      Aye

RESOLUTION NO. 14-590

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. O’Brien, seconded by Mr. Merrell to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

Vote on Motion                      Mr. O'Brien                      Aye                      Mr. Merrell                      Aye                      Mr. Stapleton                      Absent

RESOLUTION NO. 14-591

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE VACATION OF A PORTION OF AUGUSTA DRIVE IN GENOA TOWNSHIP DELAWARE COUNTY, OHIO:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to close the Hearing at 10:12 AM.

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

RESOLUTION NO. 14-592

IN THE MATTER OF GRANTING THE REQUEST TO VACATE A PORTION OF AUGUSTA DRIVE IN GENOA TOWNSHIP DELAWARE COUNTY:

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It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve the following:

WHEREAS, on April 14, 2014, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 14-413, declaring the Board’s opinion that it will be for the public convenience or welfare to vacate a portion of Augusta Drive in Genoa Township; and

WHEREAS, The Board viewed the proposed vacation on **Monday May 19, 2014** in the vicinity of 5038 Augusta Drive, Westerville, Ohio 43082; and

WHEREAS, the Board held a Public Hearing on the request on **Thursday May 22, 2014** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio, all abutting landowners having been properly notified of the time and date thereof; and

WHEREAS, the Delaware County Engineer has provided a written report, with recommendations, regarding the request;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO:

Section 1. The Board hereby determines that the vacation will serve the public convenience and welfare. The vacation is properly described as follows:

**Vacate a portion of Augusta Drive in Genoa Township**

A 0.032 acre parcel of right of way encompassing a Temporary T-Turnaround on Augusta Drive (Township Road 869) situated on Lot 7677 of Highland Lakes North, Section 5, Part 3 in Genoa Township, Delaware County, Ohio

Section 2. The Board hereby declares the portion of Augusta Drive in Genoa Township, as described in Section 1 of this Resolution, vacated.

Section 3. The Board hereby directs the Clerk of the Board to file a certified copy of this Resolution, including the Engineer’s report, with the Board of Trustees of Genoa Township, the Delaware County Auditor, the Delaware County Recorder, and the Delaware County Engineer.

Section 4. The Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Vote on Motion                      Mr. Stapleton      Aye      Mr. Merrell      Aye      Mr. O'Brien      Abstain

**REVIEW/DISCUSSION ON SAWMILL PARKWAY COOPERATIVE AGREEMENT BY AND BETWEEN CITY OF DELAWARE, OHIO AND COUNTY OF DELAWARE, OHIO RELATING TO CONSTRUCTION OF SAWMILL PARKWAY EXTENSION**

**COMMISSIONERS’ COMMITTEES REPORTS**

**Commissioner Stapleton**  
**-No reports**

**Recess until 12:00 PM**

**RESOLUTION NO. 14-593**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT, DISMISSAL, PROMOTION, COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. O’Brien, seconded by Mr. Merrell to adjourn into Executive Session at 12:00 PM.

Vote on Motion                      Mr. Merrell      Aye      Mr. O'Brien      Aye      Mr. Stapleton      Absent  
\*Mr. Stapleton was absent due to a previous engagement

**RESOLUTION NO. 14-594**

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

It was moved by Mr. Stapleton, seconded by Mr. Merrell to adjourn out of Executive Session at 1:15 PM.

Vote on Motion                      Mr. Stapleton      Aye      Mr. O'Brien      Absent      Mr. Merrell      Aye

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\*Mr. O’Brien was absent due to a previous engagement.

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Ken O’Brien

\_\_\_\_\_  
Dennis Stapleton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners