

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2000**

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

Present: James Ward, Deborah Martin, Donald Wuertz

9:30 AM - Public Hearing DMARCK - 5 Year Plan

1:00 PM - Viewing of Various Bridges

7:00 PM - Commissioners Meeting with Health Department

RESOLUTION NO. 00-337

IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR MEETING HELD APRIL 17, 2000:

It was moved by Mr. Wuertz, seconded by Mr. Ward to dispense with the reading of the minutes and resolutions of the regular meeting held April 17, 2000, and to approve resolutions and minutes as submitted.

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

PUBLIC COMMENT

David Yost, Delaware County Auditor –Presentation to Jane Tinker

RESOLUTION NO. 00-338

IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 270100 THROUGH 270687:

It was moved by Mr. Ward, seconded by Mr. Wuertz to approve for payment warrants 270100 through 270687 on file in the office of the Delaware County Commissioners.

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

RESOLUTION NO. 00-339

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Child Support Enforcement Agency is requesting that Kathleen Novik and Jackie Williams attend the DLS- QUIC Training at Columbus on June 20 through June 21, 2000, in the amount of \$519.00.

Commissioners are requesting that Deborah Martin attend the NACO Conference at Charlotte, North Carolina on July 14 through July 18, 2000, in the amount of \$1,065.00.

Human Services is requesting that Angela Thomas attend the PCSAO Meeting at Mohican State Park Resort on May 2 through May 3, 2000, in the amount of \$123.00.

Human Services is requesting that Angela Thomas attend the PCSAO Executive Orientation at Columbus on June 21 through June 23, 2000, in the amount of \$184.00.

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

RESOLUTION NO. 00-340

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

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

TRANSFER OF APPROPRIATION

FROM:	TO:	AMOUNT:
108-2530-015 Legal Research-Mat & Sup	108-2530-040 Legal Research-Equip	\$500.00
108-2530-020	108-2530-040	\$1,000.00

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2000**

Legal Research-Srvs & Chrgs

Legal Research-Equip

Vote on Motion

Mr. Ward

Aye

Mrs. Martin

Aye

Mr. Wuertz

Aye

RESOLUTION NO. 00-341

IN THE MATTER OF APPROVING THE SUBDIVIDER'S AGREEMENTS FOR WOODS OF DORNOCH, SECTION 2 AND DORNOCH ESTATES, SECTION 3:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the Subdivider's Agreements:

Woods of Dornoch, Section 2

THIS AGREEMENT executed on this 24th day of April 24, 2000, between **NEW GREEN HIGHLANDS DEVELOPMENT LIMITED** as evidenced by the **WOODS OF DORNOCH, SECTION 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved April 4, 2000, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be replaced by the **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FIVE THOUSAND NINE HUNDREDDOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2000**

reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

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

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

The **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor or material incident to said construction of improvements.

The **SUBDIVIDER** shall, during construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the **County** regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

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

Should the **SUBDIVIDER** become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this

AGREEMENT

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

Dornoch Estates, Section 3

THIS AGREEMENT executed on this 24th day of April, 2000, between **NEW GREEN HIGHLANDS DEVELOPMENT LIMITED** as evidenced by the **DORNOCH ESTATES SECTION 3** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved April 4, 2000, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2000**

contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be replaced by the **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-TWO THOUSAND TWO HUNDREDDOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

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

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

The **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor or material incident to said construction of improvements.

The **SUBDIVIDER** shall, during construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the **County** regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2000**

improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. Utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the **SUBDIVIDER** become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this

AGREEMENT

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

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

RESOLUTION NO. 00-342

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U000032	General Telephone	West Orange Road	Place aerial cable

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

RESOLUTION NO. 00-343

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITION FOR COVINGTON MEADOWS, SECTION 1:

It was moved by Mr. Wuertz, seconded by Mr. Ward to approve the Ditch Petition:

Ditch Maintenance Petition – Covington Meadows, Section 1

We the undersigned owners of 18.47 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as COVINGTON MEADOWS, SECTION1 as evidenced by the subdivision plant (Exhibit "A" which is available at the County Engineer's Office). This plat has 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 COVINGTON MEADOWS, SECTION 1 Subdivision.

The cost of the drainage improvements is \$241,688.00 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. Seventy-eight lots are created in this plat 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, \$3,098.56 per lot. An annual maintenance fee equal to 2% of this basis \$61.97 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 \$4,833.76 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. Wuertz Aye Mr. Ward Aye Mrs. Martin Aye

RESOLUTION NO. 00-344

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN CHESHIRE COVE, SECTION 1:

**COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2000**

It was moved by Mr. Ward, seconded by Mr. Wuertz to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Cheshire Cove, Section 1	2,541 feet of 8 inch sewer	9 manholes				
Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Aye

RESOLUTION NO. 00-345

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Ricky A. Thomas is transferring from the Maintenance Department to take the position of Collections Systems Operator for OECC; effective date of transfer is April 25, 2000.

Thomas J. Riggs has accepted the position of Water Reclamation Operator for the OECC; effective date of hire is April 28, 2000.

Vote on Motion	Mr. Ward	Aye	Mrs. Martin	Aye	Mr. Wuertz	Aye
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RESOLUTION NO.00-346

IN THE MATTER OF AUTHORIZING EXECUTION OF AMENDMENT OF ENTERPRISE ZONE AGREEMENT #1 WITH SARCOM PROPERTIES, INC., SARCOM, INC. AND GLOBAL TECHNOLOGY FINANCE, LLC:

It was moved by Mr. Ward, seconded by Mr. Wuertz to authorize the amendment:

WHEREAS, Orange Township and Delaware County have encouraged the development of real estate within a certain area of the township via the establishment of an Enterprise Zone Area; and

WHEREAS, Delaware County Board of Commissioners, Orange Township, Sarcom Properties, Inc., Sarcom, Inc., and Global Technology Finance, LLC did enter into an Enterprise Zone Agreement dated August 30, 1993, and as amended on October 25, 1993 and on January 19, 1999, in conjunction with a PROJECT to be undertaken on an 11.26-acre site in the Green Meadows Industrial Park, located at 8337 Green Meadows Drive N.; and

WHEREAS, pursuant to said Enterprise Zone Agreement, Sarcom, Inc. and Global Technology Finance, LLC was to receive certain tax incentives as the presumed tenant and investor in personal property and creator of new full time equivalent job opportunities at the PROJECT site; and

WHEREAS, it is understood by all parties of the original Enterprise Zone Agreement for the referenced PROJECT that Ingram Micro, Inc. has assumed control of the operations of the facilities constructed on the PROJECT site as an additional tenant along with Global Technology Finance, LLC and Sarcom, Inc.

NOW THEREFORE BE IT RESOLVED that the Enterprise Zone Agreement for the Sarcom PROJECT, originally dated August 30, 1993, and as amended on October 25, 1993 and on January 19, 1999, is hereby amended to include the following consideration:

1. As of September 1, 1999, Ingram Micro, Inc. shall be considered additional tenant of the facilities constructed on the PROJECT site, along with Sarcom, Inc. and Global Technology Finance, LLC, and shall, therefore, be considered a part of this Enterprise Zone Agreement. Ingram Micro, Inc., Global Technology Finance, LLC and Sarcom, Inc. shall be responsible for creating the stated number of full-time equivalent job opportunities and level of new payroll established in the Enterprise Zone Agreement.
2. Ingram Micro, Inc., Global Technology Finance, LLC and Sarcom, Inc. are responsible for the levels of personal property investment, including inventory, established in the Enterprise Zone Agreement.
3. Ingram Micro, Inc., Global Technology Finance, LLC, and Sarcom Inc., and Sarcom Properties, Inc. shall be responsible for all other commitments stated in the Enterprise Zone Agreement. Furthermore, if Ingram Micro, Inc., Global Technology Finance, LLC, Sarcom, Inc. or Sarcom Properties, Inc. fail to fulfill their obligations under this agreement, Delaware County and Orange Township may terminate or modify the exemptions from taxation granted under this agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.
4. The personal property tax exemption called for under the Agreement for the referenced PROJECT shall be provided by Orange Township and Delaware County in recognition of this additional

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2000

tenant arrangement at the project site.

- 5. The Delaware County Director of Economic Development is directed to formally notify the Olentangy Local School District and the Delaware Joint Vocational School of this action.
- 6. The Delaware County Auditor, the Ohio Department of Development, and the Ohio Department of Taxation shall be advised in writing of this amendment and the status of the tenant arrangement at the PROJECT site.

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

RESOLUTION NO. 00-347

IN THE MATTER OF AUTHORIZING EXECUTION OF AN AMENDMENT OF ENTERPRISE ZONE AGREEMENT #2 WITH SARCOM PROPERTIES, INC., SARCOM, INC., AND GLOBAL TECHNOLOGY FINANCE, LLC:

It was moved by Mr. Wuertz, seconded by Mrs. Ward to authorize the amendment:

WHEREAS, Orange Township and Delaware County have encouraged the development of real estate within a certain area of the township via the establishment of an Enterprise Zone Area; and

WHEREAS, Delaware County Board of Commissioners, Orange Township, Sarcom, Inc., and Sarcom Properties, Inc., and Global Technology Finance, LLC did enter into an Enterprise Zone Agreement dated May 19, 1997, and as amended on January 19, 1999, in conjunction with a PROJECT to be undertaken on an 11.26-acre site in the Green Meadows Industrial Park, located at 8337 Green meadows Drive, N.; and

WHEREAS, pursuant to said Enterprise Zone Agreement and Amendment, Sarcom, Inc. and Global Technology Finance, LLC were to receive certain tax incentives as the presumed tenants and investors in personal property and creator of new full time equivalent job opportunities at the PROJECT site; and

WHEREAS, it is understood by all parties of the original Enterprise Zone Agreement for the referenced PROJECT that Ingram Micro, Inc. has assumed control of the operations of the facilities constructed on the PROJECT site as an additional tenant along with Sarcom, Inc. and Global Technology Finance, LLC.

NOW THEREFORE BE IT RESOLVED that the Enterprise Zone Agreement for the Sarcom PROJECT, originally dated May 19, 1997, and amended January 19, 1999, is hereby amended to include the following consideration:

- 1. As of September 1, 1999, Ingram Micro, Inc. shall be considered an additional tenant of the facilities constructed on the PROJECT site, along with Sarcom, Inc. and Global Technology Finance, LLC, and shall, therefore, be considered a part of this Enterprise Zone Agreement. Ingram Micro, Inc., Global Technology Finance, LLC and Sarcom, Inc. shall be responsible for creating the stated number of full-time equivalent job opportunities and level of new payroll established in the Enterprise Zone Agreement.
- 2. Ingram Micro, Inc., Global Technology Finance, LLC and Sarcom, Inc. are responsible for the levels of personal property investment, including inventory, established in the Enterprise Zone Agreement.
- 3. Ingram Micro, Inc., Global Technology Finance, LLC, and Sarcom Inc. shall be responsible for all other commitments stated in the Enterprise Zone Agreement.
- 4. The personal property tax exemption called for under the Agreement for the referenced PROJECT shall be provided by Orange Township and Delaware County in recognition of this additional tenant arrangement at the project site.
- 5. The Delaware County Director of Economic Development is directed to formally notify the Olentangy Local School District and the Delaware Joint Vocational School of this action.
- 6. The Delaware County Auditor, the Ohio Department of Development, and the Ohio Department of Taxation shall be advised in writing of this amendment and the status of the tenant arrangement at the PROJECT site.

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

RESOLUTION NO. 00-348

9:30 AM - IN THE MATTER OF PUBLIC HEARING FOR SIX COUNTY DMARCK – 5 YEAR PLAN:

COMMISSIONERS JOURNAL NO. 40 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 24, 2000

Hearing Opened at 9:30 AM.

Mr. Hutter representing the Ohio Department of Human Services was present and gave a brief description of the DMARCK Plan, per Mr. Ward request. Rhonda Leasure gave her view as a taxpayer about the program. Mr. Wuertz asked if senior citizens could use this with out a limit on wages since many older adults are raising their grandchildren. Mr. Hutter said that was a great idea and would look into that suggestion. Mrs. Martin thanked Mr. Hutter, Rhonda Leasure and George Faithfull for their cooperation and help.

Mrs. Martin Closed the Hearing at 9:50 AM.

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

There being no further business, the meeting adjourned.

1:00 - :00 PM – Viewing of Various Bridges

Commissioner Martin, Commissioner Ward, Commissioner Wuertz, County Engineer, Chris Bauserman, Deputy Engineer, Butch Seidle, Ryan Mraz, Dave Cannon, Jessie Carter and Letha George Viewed the following roads and bridges

Extension of Salisbury Drive to Liberty Road, Township Road Number 694 in Liberty Township

Truss Bridge Located on West Orange Road Township Road Number 114 in Liberty Township

Truss Bridge and Realignment of Mills Road, County Road Number 150, Concord Township

Tyler Road Truss Bridge Number 175-00-05, Scioto Township

Donovan Road Bridge, County Bridge Number 264-01-50, Thompson Township

Bridge Deck of South Galena Road Bridge Over the Little Walnut Creek, County Bridge Number 34-01-20 in Berkshire Township

7:00 PM – The Commissioners met with the Board of Health to discuss housing for the Health Department.

Deborah Martin

James D. Ward

Donald Wuertz

Letha George, Clerk to the Commissioners