

COMMISSIONERS JOURNAL NO. 43- DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 29, 2002

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

Present: Donald Wuertz, Deborah Martin, James D. Ward

7:30 PM Reconvening The Public Hearing For Annexation Of 170.5 Acres From Trenton And Berkshire Townships To The Village Of Sunbury

RESOLUTION NO. 02-559

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS:

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn into Executive Session at 8:30AM.

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

RESOLUTION NO. 02-560

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adjourn out of Executive Session at 9:17AM.

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

PUBLIC COMMENT

RESOLUTION NO. 02-561

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF BATCH NUMBER CMAPR0426:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve payment of batch number CMAPR0426 and Purchase Orders and Vouchers as listed below:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Del Cty Fam Serv Co of Gov	Prof Serv/Help Me Grow	22411601-530130102	\$ 15,000.00
Delaware County Health Dept	Prof Serv//Outreach	22411601-530130102	\$ 71,000.00
Del Cty Family & Children First	Purchased Serv Wellness Block Grant	22411601-534834835	\$ 23,000.00
DATA	Prof Serv/Transportation	22411601-535535501	\$ 22,000.00
Delaware Cab	Prof Serv/Transportation	22411601-535535501	\$ 5,088.25
Treasurer, State of Ohio	Reimbursement/Public Defender	10011202-5319	\$ 13,193.94

Vouchers

Concrete Technology	Precast Concrete	40400412-541041002	\$ 24,107.00
SunGard Bi-Tech, Inc	Software	40411413-545045065	\$ 45,047.34

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

RESOLUTION NO. 02 -562

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Economic Development Department is requesting that Dottie Brown attend a training seminar for FY2002 Grant, in Marion, Ohio May 17, 2002, at no cost.

The Environmental Services Department is requesting that Tom Compton and Dale Davis attend a Henery P. Thompson Conference On Plant Maintenance in Wilmington, Ohio May 8, 2002, at the cost of \$40.00. (Continuing Education Units).

The Environmental Services Department is requesting that Lyndon Johnson, Rich Varner and Rich Felton attend a Water Environmental Conference at Easton Town Center June 25-28, 2002, at the cost of \$675.00. (Continuing Education Units).

The EMS Department is requesting that Larry Fisher attend a National Emergency Number Association 2002 Annual Conference in Indianapolis, Indiana June 15, 2002, at the cost of \$1,419.50.

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The Environmental Services Department is requesting that Jeff Butterfield and Ricky Thomas attend a Collection System Seminar in Columbus, Ohio May 2, 2002, at the cost of \$200.00. (Continuing Education Units).

Administrative Services is requesting that Terry Conant attend the NACA conference in Reno, Nevada June12 - 15, 2002, at no cost.

The Environmental Services Department is requesting that Roger Adkins, Ross Bigelow, Bob Geiger and Tom Wilkinson attend a 2002 Ohio Building Code Study Course in Columbus, Ohio May 8 through July 17, 2002, at the cost of \$1,200.00. (Continuing Education Units).

Administrative Services is requesting that Kevin Williams attend the CCAO Annual Workers’ Comp. Meeting in Worthington, Ohio May 3, 2002, at the cost of \$12.00.

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

**RESOLUTION NO. 02-563**

**IN THE MATTER OF ACCEPTING THE FACT-FINDER REPORT IN THE MATTER OF DELAWARE COUNTY SHERIFF’S OFFICE AND THE OHIO PATROLMAN’S BENEVOLENT ASSOCIATION:**

It was moved by Mrs. Martin, seconded by Mr. Ward to accept the following:

Whereas, the Delaware Sheriff’s Office bargaining unit negotiations have been referred to a fact-finder, and

Whereas, the fact-finder, Howard D. Silver has issued his report as of April 22, 2002 on the unresolved issues of the negotiations, and

Whereas, the fact-finder report has made recommendations in the unresolved issues between Delaware County Sheriff’s Office and Ohio Patrolman’s Benevolent Association

Now Therefore Be It Resolved, by the Board of Commissioners of Delaware County, Ohio  
That Board of County Commissioners accept the fact-finder report dated April 22, 2002.

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

**RESOLUTION NO. 02-564**

**IN THE MATTER OF APPROVING THE CONTRACT ADDENDUMS WITH ACS ENTERPRISE SOLUTIONS INC. FOR THE RECORDER’S OFFICE COMPUTER SERVICES:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the contract addendums with ACS Enterprise Solutions Inc.

**ADDENDUM #1**

This contact addendum made this 29<sup>th</sup> day of April, 2002 by and between ACS Enterprise Solutions, Inc. (A Delaware Corporation), DBA ACS Government Records Management, 7030 Fly Road, P.O. Box 4889, Syracuse, New York 13221, (hereinafter referred to as “the Contractor”) and the Delaware County OH, Commissioners hereinafter referred to as “The County” and amends the existing computer services contact.

Whereas, Contractor and County entered into a contact (hereinafter referred to as “The Contract”) dated January 1, 1999 which will expire December 31, 2003 and:

Whereas, pursuant to the Contract any alteration of the Contract shall be valid only when reduced to writing, duly acknowledge by the parties hereto by execution of an Addendum to be attached and made part of the Contract. This addendum shall have the same expiration date as the Contract mentioned above and:

Whereas, the Contractor and the County desire to modify the terms of the Contract to provide that the Contract shall include;

**9 additional PCs**

Now Therefore, intending to be legally bound, the parties hereto agree to modify the Contract as Follows:

- 1. Contractor agrees to install 9 additional PCs.

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2. Contractor agrees to install the following on the County’s ACS system, in order to upgrade the County’s ACS-owned equipment for 9 additional PCs implementation:

Equipment Required for Proposed System

Personal Computers:	
Dell GX240 PIV 1.5GHZ 128mb 20gb CD w/17 inch monitor	9 Indexing Station
Network Equipment;	
Linksys 24 Port 10/100 Ethernet Hub (443988)	2 Hub
Miscellaneous:	
Cable Cat 5 UTP-1000 foot spool	1 Cable
Connector RJ-45 (4 Pair) bag of 100	1 Connector
APC Surge Protectors (093195)	8 Surge Protector
APC Surge Protectors (083082) with modem protection	1 Surge Protector

Minimum Specifications. Precise equipment configurations subject to technology advances and/or changes in vendor availability. For ACS supplied hardware, we purchase name brand equipment based on the reputation the company has in the IT marketplace. As an example we purchase Dell Personal Computers, Fujitsu scanners, and Hewlett-Packard printers. Being recognized industry standards, we accept the response times, print quality, and overall performance of this equipment as the best available in the marketplace.

3. As part of the Contract, ACS will provide and install any necessary networking, Communications, document and/or image processing, and data storage equipment for 9 additional PCs implementation on the customer’s ACS-owned system.
4. The parties agree that the cost to the County for Services will be \$3.03 per land instrument and \$2.39 per UCC.
5. Pricing for the services and/or equipment cited in this Addendum may be subject to applicable, legally-mandated local or state taxes.
6. All other terms of the Contract between the parties shall remain in full force and effect unless specifically modified herein.
7. County agrees to be responsible for purchasing, installing and managing all necessary Anti-Virus protection software and Anti-Virus software updates on County’s server and all County networked PC workstations.
8. County agrees to be fully responsible for restoring the Resister of Deeds’ ACS system in the event of virus disruption.

Entire Addendum: This addendum and any attachments referenced herein constitute the entire addendum of the parties relative to those consulting services specifically contemplated herein (and in any attachments), and supersedes all prior representations, proposals, discussions and communications, whether oral or in writing (unless otherwise specifically incorporated into a particular attachment). This Addendum may be modified only in writing and in accordance with State Laws and shall be enforceable in accordance with its terms when signed by both parties hereto.

ADDENDUM #2

This contact addendum is entered into between ACS Enterprise Solutions, Inc. (ACS) with an office at 7030 Fly Road, East Syracuse, New York 13057, and the Delaware County Board of Commissioners. This addendum is made and entered into this 29<sup>th</sup> day of April, 2002, amends the existing computer services contract and is for a term of 12 months.

1.0 SERVICES

- 1.1 This Addendum is entered into in connection with Recorder’s decision to engage ACS to provide an Internet-based information retrieval system (“the System”). ACS will supply all hardware and software necessary to implement and operate the System. The services provided by ACS will allow third-party Internet access of the Recorder’s index and image data (“Recorder’s Information). All ACS Equipment will remain the property of ACS. County grants ACS its express authority to remove all ACS Equipment from the County Offices upon termination of this Addendum/Contract; provided, however that said removal of the ACS Equipment will not cause any damage to the County’s Offices.
- 1.2 ACS agrees to provide twenty-four (24) hour access to the System, excluding periodic downtime required for system maintenance.

2.0 FEES

- 2.1 ACS will charge Delaware County a monthly fee of \$1,000.00 for providing this service and for using ACS’ network. As this fee is based on Delaware County’s monthly recordation volume, ACS

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retains the right to adjust the fees in the future, should the average monthly volume increase or decrease by more than 25%. Billing for this service will begin after Delaware County is fully functional and live on [www.landaccess.com](http://www.landaccess.com).

### **3.0 CONFIDENTIAL INFORMATION AND WARRANTIES**

3.1 "Confidential Information" shall mean all information and/of material obtained by either party from, or disclosed to either party, which relates to ACS' and the County's past, present and future research, development and business activities, and the terms and conditions of this Addendum as well as any other information identified by ACS or the County as "Confidential Information". The term "Confidential Information" shall not mean any information that (i) is previously known to the other party without obligation of confidence; (ii) is publicly disclosed by its owner either prior to or subsequent to the other party's receipt of such information; (iii) is rightfully received by the other party from a third party without obligation of confidence; (iv) is independently developed by the other party; (v) is approved in writing by the owner of such information for release by the other party, or (vi) is actual public information, i.e. the documents submitted for recording.

3.2 Each party agrees to hold all such Confidential Information in trust and confidence for the other party in the same manner the receiving party treats its own confidential Information, but not less than in a reasonable manner. Neither party shall use such Confidential Information other than for the benefit of its owner and except as may be authorized by its owner in writing. Neither party shall disclose, by publication or otherwise, to any person other than those persons who have a need to know, such Confidential Information for purposes of carrying out the terms of this Addendum, and who agree in writing to be bound by, and comply with the provisions of this section 3.0.

3.3 Both parties shall return to the other party all Confidential Information upon termination of this Addendum/Contract.

3.4 Both parties shall maintain adequate procedures to prevent loss of or unauthorized access to any Confidential Information. In the event of any loss, inadvertent disclosure, or unauthorized access, that party shall notify the other party immediately by phone within twenty-four (24) hours.

### **4.0 TERMS AND TERMINATION**

This contract shall be in effect for a term of 12 months.

### **5.0 PARTY REPRESENTATIVES**

5.1 The contact for the County shall be Kay Conklin.

5.2 The contact for ACS shall be Dave Weave,

### **6.0 FORCE MAJEURE**

No party shall be liable by reason of any failure to delay in performance of its obligations due to strikes, riots, fires or explosions, acts of God, war, governmental action or any other cause which is beyond the reasonable control of such parties.

### **7.0 MISCELLANEOUS**

7.1 Governing Law: This addendum shall be governed and construed in all respects in accordance with the laws of the State of Ohio without regard to the state's conflict of laws provisions.

7.2 Notices: Whenever under this Addendum one party is required or permitted to give notice to the other, such notice will be deemed given when delivered in hand or three (3) business days after the date mailed by the United States mail, certified mail, return receipt requested, postage prepaid, or when transmitted via facsimile, or by overnight mail, and addressed as follows:

In the case of ACS:

ATTN: President

ACS Enterprise Solutions, Government Records Management

7030 Fly Road

East Syracuse, New York 13057

With a Copy to:

ATTN: General Counsel

Affiliated Computer Services, Inc.

2828 North Haskell Avenue

Dallas, Texas 75204

In the case of the County:

ATTN: Delaware County Recorder

Courthouse

91 N. Sandusky St.

Delaware, Ohio 43015

Either party may change its address for notification by giving the other party three (3) days prior written notice of the new address and the date upon which it will become effective.

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7.3 In performing services pursuant to this Addendum, ACS shall at all times act and perform as an independent contactor, and nothing contained in the Addendum shall be construed or applied as to create or imply the relationship between the parties as partners, agents, joint ventures, or as Employer and Employee. The County shall not exercise any control over ACS, whose sole interest is to ensure that ACS' Internet Services are rendered in a satisfactory, competent and efficient manner.

7.4 This Addendum and all related rights and responsibilities are not assignable by either party, without the prior written consent of the non-assigning party. Such consent shall not be unreasonably withheld.

7.5 Severability: In the event any provision of this Addendum is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Addendum will not be affected and, in lieu of such invalid or unenforceable provisions, there will be added automatically as part of this Addendum, one or more provisions as similar in terms as may be valid and enforceable under applicable law. Should the Attorney General for the State of Ohio deem paying for public records via the Internet illegal, this addendum will be null and void.

7.6 Entire Addendum: This Addendum and any attachments referenced herein constitute the entire addendum of the parties relative to those consulting services specifically contemplated herein (and in any attachments), and supercedes all prior representations, proposals, discussions, and communications, whether oral or in writing (unless otherwise specifically incorporated into a particular attachment). This addendum may be modified only in writing and in accordance with State Laws and shall be enforceable in accordance with its terms when signed by both parties hereto.

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

**RESOLUTION NO. 02-565**

**IN THE MATTER OF APPROVING PLAN FOR MOUNT ROYAL AVENUE EXTENSION:**

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

**Mount Royal Avenue Extension**

Westerville City School District, Genoa Township, Delaware County, Ohio including 3 stream Culvert Crossings.  
No Cost.

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

**RESOLUTION NO. 02-566**

**IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR ORANGE POINT COMMERCE PARK PHASE 4, SECTION 1 AND WESTERVILLE CITY SCHOOLS- MOUNT ROYAL AVENUE EXTENSION:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the agreements:

**Orange Point Commerce Park Phase 4, Section 1**

**SUBDIVIDER’S AGREEMENT**

**THIS AGREEMENT** executed on this 29<sup>th</sup> day of April, 2002 between **DUKE REALTY LIMITED PARTNERSHIP** as evidenced by the **ORANGE POINT COMMERCE PARK PHASE 4, SECTION 1** Subdivision Plat to be filed with the Delaware County Recorder, 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** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer’s Estimate approved 4/15/02, 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 said 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 on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during

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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.

The **SUBDIVIDER** 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.

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **SEVEN THOUSAND SEVEN HUNDRED 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 **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.

**Upon the completion of construction**, the **SUBDIVIDER** 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 **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 or 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 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. The 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 privileges to make the improvements stipulated herein.

**Westerville City Schools- Mount Royal Avenue Extension**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** made and entered into this 29<sup>th</sup> day of April 2002, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **WESTERVILLE CITY SCHOOLS**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**MOUNT ROYAL AVENUE EXTENSION**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

- 1) The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
- 2) The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
- 3) The **SUBDIVIDER** shall deposit **FORTY-TWO THOUSAND ONE HUNDRED DOLLARS (\$42,100)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
- 4) The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an

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- approval letter from the **Delaware County Engineer**.
- 5) The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
  - 6) The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2002**.
  - 7) The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and **“Traffic Control for Construction and Maintenance”**.
  - 8) The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
  - 9) If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
  - 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
  - 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

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

**RESOLUTION NO. 02-567**

**IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR HIDDEN MEADOWS AT ALUM CREEK:**

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

**Hidden Meadows at Alum Creek**

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$11,000** for the duration of the one year maintenance period. A Bond in that amount is currently in place. He also request approval to return the Bond being held as construction surety to the developer, Thomas Mechenbier.

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

**RESOLUTION NO. 02 -568**

**IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE MAINTENANCE SURETIES FOR THE TWIN HICKORY FARMS SUBDIVISION; THE SUMMERFIELD VILLAGE SECTION 2, PHASE 3 SUBDIVISION; TARTAN FIELDS PHASE 9 AND TARTAN FIELDS PHASE 16:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve taking action against the maintenance sureties of the following:

**Twin Hickory Farms**

In July, 2000, your Board entered into an Agreement with Mr. Rodd Lawrence, the developer of the referenced subdivision, for the completion of the improvements made for the referenced subdivision. In March of this year, the office advised Mr. Lawrence of the outstanding items needed to be finalized to complete these improvements. On April 9, 2002, the office sent another letter via Certified Mail advising Mr. Lawrence of the need to complete these improvements by May 4, 2002, the expiration date of his maintenance surety for this project if action against his surety was to be avoided.

As of this date, the improvements for this project are still incomplete. The Engineer is, therefore, requesting that, should Mr. Lawrence fail to complete these improvements by the May 4, 2002 expiration date, the Engineering Office be permitted to take action against his maintenance surety.

**Summerfield Village Section 2, Phase 3**

In December, 2000, your Board entered into an Agreement with Dominion Homes, the developer of the

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referenced subdivision, for the completion of the improvements made for the referenced subdivision. In January of this year, the Engineer advised Dominion of the need to complete construction items for this project which included grading and seeding of the project by May 1, 2002. On April 9, 2002, he sent another letter via Certified Mail advising Dominion of the need to complete the grading and seeding by May 1, 2002 if action against their seeding surety was to be avoided.

As of this date, the work is still incomplete. The Engineer is, therefore, requesting that, should Dominion fail to complete this work by the May 1, 2002 deadline, the he be permitted to take action against their seeding surety.

Tartan Fields Phase 9

In September, 2000, your Board entered into an Agreement with NHG Development Group, the developer of the referenced subdivision, for the completion of the improvements made for the referenced subdivision. In January of this year, The Engineer advised NHG of the outstanding items needed to be finalized to complete these improvements. On April 9, 2002, he sent another letter via Certified Mail advising NHG of the need to complete these improvements by May 1, 2002, the expiration date of their construction surety for this project if action against this surety was to be avoided.

As of this date, the improvements for this project are still incomplete. The Engineer is, therefore, requesting that, should NHG fail to complete these improvements by the May 1, 2002 expiration date, he be permitted to take action against their construction surety.

Tartan Fields Phase 16

In September, 2001, your Board entered into an Agreement with NHG Development Group, the developer of the referenced subdivision, for the completion of the improvements made for the referenced subdivision. In January of this year, the Engineer advised NHG of the outstanding items needed to be finalized to complete these improvements. On April 9, 2002, he sent another letter via Certified Mail advising NHG of the need to complete these improvements by May 1, 2002, the expiration date of their construction surety for this project if action against this surety was to be avoided.

As of this date, the improvements for this project are still incomplete. The Engineer is, therefore, requesting that, should NHG fail to complete these improvements by the May 1, 2002 expiration date, he be permitted to take action against their construction surety.

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

RESOLUTION NO. 02 -569

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

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following work permits:

Permit #	Applicant	Location	Type of Work
U02061	Verizon	Bale Kenyon Road	Place buried cable
U02062	Del-Co Water	Main Road	Install buried water line
U02063	Verizon	Liberty Road	Place buried cable
U02064	Verizon	Liberty Road	Place aerial cable
U02065	Verizon	Case Road	Place buried cable
U02066	Columbia Gas	Rutherford Road	Install gas main
Vote on Motion	Mr. Ward	Aye	Mr. Wuertz                      Aye                      Mrs. Martin                      Aye

RESOLUTION NO. 02 -570

IN THE MATTER OF ACCEPTING AND AWARDED THE BIDS FOR ASPHALT, HOT MIX AND COLD MIX MATERIALS AND TWO MEN AND A PAVER:

It was moved by Mr. Ward, seconded by Mrs. Martin to accept the following:

Liquid Asphalt, Hot Mix and Cold Mix- Bid Opening of April 15, 2002

As a result of the referenced bid opening, The Engineer makes the following bid award recommendations:

MC 30 FOB Jobsite:

The Engineer recommends that an exclusive bid award be made to Koch Materials Company, the low bidder for this material.

MC 30 FOB Plant:



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The Engineer recommends that an exclusive bid award be made to Marathon Ashland Petroleum, the low bidder for this material.

**RS2 FOB Jobsite:**

The Engineer recommends that an exclusive bid award be made to Marathon Ashland Petroleum, the low bidder for this material.

**RS2 FOB Plant:**

The Engineer recommends that an exclusive bid award be made to Marathon Ashland Petroleum, the low bidder for this material.

**SS-1 or SS-1H FOB Jobsite:**

The Engineer recommends that an exclusive bid award be made to Asphalt Materials, Inc., the low bidder for this material.

**SS-1 or SS-1H FOB Plant:**

The Engineer recommends that an exclusive bid award be made to Asphalt Materials, Inc., the low bidder for this material.

**Number 301 Materials:**

The Engineer recommends that a non-exclusive award be made to the following companies: Mar-Zane, Kokosing Materials, Apple-Smith Corporation and Shelly Materials.

**Number 402 Materials:**

The Engineer recommends that a non-exclusive award be made to the following companies: Mar-Zane, Kokosing Materials, Apple-Smith Corporation and Shelly Materials.

**Number 404 Materials:**

The Engineer recommends that a non-exclusive award be made to the following companies: Mar-Zane, Kokosing Materials, Apple-Smith Corporation and Shelly Materials.

**HPM Materials:**

The Engineer recommends that a non-exclusive award be made to the following companies: Kokosing Materials, Apple-Smith Corporation and Shelly Materials.

**2 Men and a Paver:**

The Engineer recommends that a non-exclusive award be made to the following companies: Mar-Zane, Kokosing Materials and Shelly Materials.

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

**RESOLUTION NO. 02-571**

**IN THE MATTER OF APPROVING A MODIFICATION AGREEMENT WITH GANNETT FLEMING ENGINEERS AND ARCHITECTS, P.C. FOR POWELL/OLD STATE AND ORANGE/OLD STATE ROADS INTERSECTION IMPROVEMENTS:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the Modification agreement:

**CONTRACT (Modification) # 1**

**MODIFICATION AGREEMENT** made and entered into this 29<sup>th</sup> day of April, 2002, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **Gannett Fleming Engineers and Architects, P.C.**, hereinafter designated as **SECOND PARTY**.

THIS MODIFICATION AGREEMENT herein after modifies the original agreement dated **November 13, 2001**, by and between the **DELAWARE COUNTY COMMISSIONERS** and **Gannett Fleming Engineers and Architects, P.C.**.

That said **FIRST AND SECOND PARTY**, hereby agree to increase the current contract amount of **\$302,406.00** ("Basic Services Task" \$249,434.00; If Authorized Tasks"; \$52,972.00,) by **\$13,644.00** for additional

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engineering work related as deemed necessary and agreed to by the Delaware County Engineer. The revised contract amount is, therefore, increased to a **TOTAL of THREE HUNDRED SIXTEEN, FIFTY DOLLARS AND ZERO CENTS, (\$316,050.00)** to be paid as specified in the terms of the original agreement.

Said Consultant further agrees to perform the said work promptly, in a skillful and competent manner in accordance with the normally accepted standards, under the direction of the Delaware County Engineer's Office. A time extension is hereby granted to August 2<sup>nd</sup>, 2002 at which time all work shall be complete and submitted to The Delaware County Engineer's Office.

The consultant hereby agrees to hold the County harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees agents but only to the extent that the same is actually covered and paid under their foregoing policies of insurance.

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

**RESOLUTION NO. 02-572**

**IN THE MATTER OF APPROVING BID OPENING DATE AND TIME AND THE ESTIMATE AND SPECIFICATIONS FOR THE LIBERTY ROAD CULVERT REPLACEMENT PROJECT:**

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

Sealed proposals will be received at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10`00 a.m. local time on Monday, May 20, 2002** for furnishing all labor, materials and equipment necessary to complete the project known as **Liberty Road Culvert Replacement**, and bids will be opened and read aloud. Contract documents, bid sheets, plans and specifications can be obtained at the **Office of the Delaware County Engineer. Bidder must make arrangements to obtain bid packet; they will not be mailed.**

The engineer's estimated cost for the project is **\$196,900.**

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with **Section 153.54 of the Ohio Revised Code.** Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. **The owner intends that this project be finished no later than August 1, 2002.**

Bidders must comply with the **Prevailing Wage Rates on Public Improvements in Delaware County** as determined by the Ohio Department of Industrial Relations.

Bids shall be placed in a sealed envelope marked "**SEALED BID FOR LIBERTY ROAD CULVERT REPLACEMENT**".

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

**Scope Of Work- Liberty Road Culvert Replacement**

This project shall consist of the replacement of an eight (8) foot span bridge located on Liberty Road in Liberty Township, Delaware County, Ohio.

The project will include the replacement of the existing concrete arch bridge with a 16' span x 7' rise precast concrete arch culvert. Approach work will be minimal, including minor grading of berms, and installation of guardrail. Pavement within 100 feet of the structure will be milled/removed and replaced.

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

**RESOLUTION NO. 02-573**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

Larry Eley has accepted the Building Inspector position with the Code Compliance Department; effective date April 30, 2002.

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

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**RESOLUTION NO. 02-574**

**IN THE MATTER OF APPROVING A MANAGEMENT CONSULTING AGREEMENT BETWEEN  
THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND GROWTH STRATEGIES  
CONSULTING:**

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

**MANAGEMENT CONSULTING AGREEMENT**

This Agreement is entered into this 29<sup>th</sup> day of April, 2002, by and between the **Delaware County Board of Commissioners**, hereinafter referred to as the “**Board**,” 101 Sandusky Street, Delaware, Ohio 43015, and **Growth Strategies Consulting**, hereinafter referred to as “**Consultant**,” P.O. Box 27182, Lansing, MI 48909.

The **Consultant**, in consideration of the covenants and promises set forth herein, agrees to provide Management Consulting services, to include but not limited to evaluation tool refinement including 1) Vision/Mission Development for each division and the Commissioners, 2) Evaluation Tool Review, Adjustment, and Development, 3) Supervisor and Manager Training (as related to the implementation of the evaluation tool), and 4) Implementation of the evaluation tool with the pay system.

- 1) Vision/Mission Development
  - A. Establishment of the main general objectives and the goals to accomplish those objectives for the Board of Commissioners’ Office and the Board of Commissioners’ Divisions
  - B. Meet approximately six times with the Board of Commissioners, executive level management, line supervisors and managers, and key employees to facilitate idea generation, consensus, and formulation of vision and mission statements for the Board of Commissioners and each of its divisions. Each meeting time will encompass one to several meetings and approximately four to six hours of work.
    1. Discussion of focus responsibilities of the Board of Commissioners
    2. Discussion of focus of each division
      - a. Administrative Services
      - b. Economic Development
      - c. Emergency Services
      - d. Environmental Services
      - e. Facilities
      - f. Jobs and Family Services
    3. Discussion of focus responsibilities of each department within each division
    4. Alignment of focus of each division to accomplish the focus of the Board of Commissioners. In turn, alignment of each department to accomplish the focus of its division.
- 2) Evaluation Tool Review, Adjustment, and Development
  - A. Review of current Evaluation Tool
    1. Evaluation of each question to discriminate the questions that will aid each department in the accomplishment of its focus (vision and mission).
  - B. Evaluation Tool Adjustment and Development
    1. Development of new questions to aid each department in the accomplishment of its focus (vision and mission)
    2. Addition of goal related evaluation criteria
    3. Adjustment of evaluation tool to properly weight the behaviors and accomplishments to properly management performance.
    4. Evaluate and adjust scoring mechanism is optimally manage performance.
- 3) Supervisor and Manager Training
  - A. Train supervisors and managers to implement the evaluation tool appropriately.
    1. Train supervisors and managers how to explain the evaluation to employees.
    2. Train supervisors and managers how to devise goals to reach vision/mission objectives.
    3. Train supervisors how to fairly score evaluations.
- 4) Implementation of the evaluation tool with the pay system
  - A. Review and evaluation of the current pay system structure (e.g. Job separation, Skill structure, Grade/Steps separation and structure, etc.)
  - B. Review and evaluation of implementation methods (e.g. How the evaluation score is utilized to implement movement within the pay system.)
  - C. If necessary, devise and recommend changes in the pay system and/or the implementation of the evaluation scoring in the movement within the pay system.

In consideration of the foregoing covenants and promises, the **Board** agrees to pay **Consultant** an amount at an

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hourly rate of \$150.00 not to exceed \$10,000 plus related travel expenses for the completion of this project. Eligible travel expenses include actual costs for reasonable lodging, meals, and mileage at a rate of \$0.30 per mile. Invoices with copies of travel expense receipts are to be sent to the Board or the Board’s Designated Representative at the completion of services for the project and shall be payable within thirty (30) days of receipt. Any changes, additional work, or decreased work as mutually agreed will be at a compensation figure agreed upon by the Parties by written amendment to this Agreement prior to the work taking place.

The laws of the State of Ohio shall govern the construction and interpretation of this Agreement.  
The term of this agreement shall be for one year from the date of execution or at the completion of the project or at termination by either party within the allowances of this agreement.  
This Agreement may be terminated by either Party at any time upon thirty (30) days advance notice in writing.

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

RESOLUTION NO. 02-575

IN THE MATTER OF APPROVING A RIGHT-OF-WAY EASEMENT FOR DEL-CO WATER COMPANY, INC., BY THE BOARD OF COMMISSIONERS ON THAT PROPERTY KNOW AS PART OF FARM LOT 17 AT 2179 STATE ROUTE 605 SOUTH:

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

WHEREAS, the Delaware Board of Commissioners is constructing a new facility for Emergency Medical Service (EMS) Medic 9; and,

WHEREAS, this facility is part of Farm Lot 17 located at 2179 State Route 605 South, Sunbury, Ohio in Harlem Township; and,

WHEREAS, a right-of-way easement between the Board of Commissioners and Del-Co Water Company, Inc., on this property is to the mutual benefit of both parties;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the right-of-way easement with the Del-Co Water Company, Inc., for the sum of \$1.00 and other valuable considerations mutually beneficial to both parties.

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 02-576

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR GRAND OAK CONDOMINIUMS:

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

Grand Oak Condominiums	2,179 feet of 8 inch sewer	19 manholes
	1,093 feet of 10 inch sewer	
	387 feet of 12 inch sewer	
	697 feet of 15 inch sewer	

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

RESOLUTION NO. 02-577

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR GREIF BROTHERS SANITARY SEWER EXTENSION AND TRADITIONS AT HIGHLAND LAKES PHASE 1 & 2:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve sanitary sewer plans for Greif Brothers Sanitary Sewer Extension And Traditions At Highland Lakes Phase 1 & 2 submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 02-578

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR SCIOTO RESERVE SECTION 3 PHASE 5:

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It was moved by Mr. Ward, seconded by Mrs. Martin to accept the following Sanitary Subdivider's Agreement:

**Scioto Reserve Section 3 Phase 5**

**SUBDIVIDER'S AGREEMENT**

**DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 29<sup>th</sup> day of April 2002, by and between Triangle Real Estate, Inc, Subdivider, as evidenced by the **Scioto Reserve Section 3 Phase 5** Subdivision plat filed with the Delaware County Recorder, Delaware County Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, 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 is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$110,511) 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 said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and 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 action, or omissions of any contractor or sub-contractor or from any material, method or explosive 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 of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but 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 the plans and specifications and shall have 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.

The SUBDIVIDER 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.

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$7,700.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY

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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 materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the 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 said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The 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 DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 02-579

IN THE MATTER OF AUTHORIZING THE TERMINATION OF AN ENTERPRISE ZONE  
AGREEMENT WITH THE NIPPERT COMPANY:

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

WHEREAS, the City of Delaware (“City”) and Delaware County (“County”) have encouraged the development of real estate and investment in personal property within a certain area of the City of Delaware via the establishment of an Enterprise Zone Area; and

WHEREAS, the Delaware County Board of Commissioners, the City of Delaware, and The Nippert Company, did enter into an Enterprise Zone Agreement (Agreement #1) dated June 20, 1994, in conjunction with a PROJECT to be undertaken on an 35.52-acre site located in the Delaware Industrial Park, at 801 Pittsburgh Drive, Delaware, Ohio, known as the PROJECT site; and

WHEREAS, pursuant to said Enterprise Zone Agreement, The Nippert Company was to receive certain tax incentives as the investor in real property and personal property consisting of new machinery and equipment and new inventory, and as the creator of new full-time job opportunities and payroll at the PROJECT site; and

WHEREAS, it is understood by all Parties of the original Enterprise Zone Agreement, and as amended, for the referenced PROJECT that the City of Delaware Tax Incentive Review Council (TIRC) determined on March 5, 2002 that the level of job and payroll creation, and investment in new personal property committed to by The Nippert Company in said Enterprise Zone Agreement has not been achieved, and as a result, the TIRC has recommended that said Enterprise Zone Agreement, be referred back to the City of Delaware Tax Incentive Negotiating Committee (TINC) for review and possible modification; and

WHEREAS, the City of Delaware Tax Incentive Negotiating Committee did meet on March 13, 2002, and recommended that the tax exemptions on real property improvements associated with said Agreement #1 at the PROJECT site be terminated, and that the personal property exemptions granted on property at the PROJECT site associated with Agreement #1 also be terminated; and

WHEREAS, Item 11 of said Enterprise Zone Agreement states that if The Nippert Company fails to fulfill the terms of the Enterprise Zone Agreement, the City and County may terminate or modify the exemptions from taxation granted under said Enterprise Zone Agreement.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio, as follows:

1. Effective as of the date of the passage of this Resolution, the tax exemption granted to The Nippert Company for investment in real property improvements and investment in personal property, as established in the Enterprise Zone Agreement dated June 20, 1994, for the PROJECT located at 801 Pittsburgh Drive in the City of Delaware, Ohio, shall be terminated.
2. The Delaware County Director of Economic Development is directed to formally notify the Delaware County Auditor, the Ohio Department of Development, the Ohio Department of Taxation, the Delaware City School District and the Delaware Joint Vocational School of this

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action.

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

RESOLUTION NO. 02-580

IN THE MATTER OF AUTHORIZING AN AMENDMENT AND MODIFICATION OF AN  
ENTERPRISE ZONE AGREEMENT WITH THE NIPPERT COMPANY:

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

WHEREAS, the City of Delaware (“City”) and Delaware County (“County”) have encouraged the development of real estate and investment in personal property within a certain area of the City of Delaware via the establishment of an Enterprise Zone Area; and

WHEREAS, the Delaware County Board of Commissioners, the City of Delaware, and The Nippert Company, did enter into an Enterprise Zone Agreement (Agreement #2) dated August 9, 1998, in conjunction with a PROJECT to be undertaken at 801 Pittsburgh Drive and on a 10-acre site located at \_\_\_\_\_, both sites being in the Delaware Industrial Park, Delaware, Ohio, and known as the PROJECT sites; and

WHEREAS, pursuant to said Enterprise Zone Agreement, The Nippert Company was to receive certain tax incentives as the investor in real property and personal property consisting of new machinery and equipment and new inventory, and as the creator of new full-time job opportunities and payroll at the PROJECT sites; and

WHEREAS, it is understood by all Parties of the original Enterprise Zone Agreement, and as amended, for the referenced PROJECT that the City of Delaware Tax Incentive Review Council (TIRC) determined on March 5, 2002 that the level of job and payroll creation, and investment in new personal property committed to by The Nippert Company in said Enterprise Zone Agreement has not been achieved, and as a result, the TIRC has recommended that said Enterprise Zone Agreement, be referred back to the City of Delaware Tax Incentive Negotiating Committee (TINC) for review and possible modification; and

WHEREAS, the City of Delaware Tax Incentive Negotiating Committee did meet on March 13, 2002, and recommended that the tax exemptions on real property improvements associated with said Agreement #2 at the PROJECT sites be reduced from the original level of 90% to 73%, and that the personal property exemptions granted on property at the PROJECT site associated with Agreement #2 also be reduced from the original level of 40% on new machinery and equipment to 30%, and from the original level of 50% on new inventory to 30%, with the new exemption levels in effect for the remaining term of Agreement #2; and

WHEREAS, Item 13 of said Enterprise Zone Agreement states that if The Nippert Company fails to fulfill the terms of the Enterprise Zone Agreement, the City and County may terminate or modify the exemptions from taxation granted under said Enterprise Zone Agreement.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio, as follows:

- 1. Effective as of the date of the passage of this Resolution, the tax exemption granted to The Nippert Company as established in the Enterprise Zone Agreement dated August 9, 1998, for investment in real property improvements shall be reduced from 90% to 73%, and the tax exemption granted to The Nippert Company as established in the Enterprise Zone Agreement dated August 9, 1998, for investment in personal property consisting of new machinery and equipment shall be reduced from 40% to 30%, and the tax exemption granted to The Nippert Company as established in the Enterprise Zone Agreement dated August 9, 1998, for investment in personal property consisting of new inventory shall be reduced from 50% to 30% for the PROJECT located at the PROJECT sites in the City of Delaware, Ohio.
- 2. Delaware County shall continue to grant the real and personal property tax exemptions called for under Agreement #2 for the referenced PROJECT in recognition of this amendment and the terms and conditions established therein.
- 3. The Delaware County Director of Economic Development is directed to formally notify the Delaware County Auditor, the Ohio Department of Development, the Ohio Department of Taxation, the Delaware City School District and the Delaware Joint Vocational School of this action.

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

RESOLUTION NO. 02-581

IN THE MATTER OF AUTHORIZING EXECUTION OF AN ENTERPRISE ZONE AGREEMENT  
WITH THE NIPPERT COMPANY:

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

WHEREAS, the Delaware County Board of Commissioners, via Resolution Number 91-693, designated an area in the City of Delaware as an Enterprise Zone and has encouraged the acquisition of and investment in real and personal property therein; and

WHEREAS, the Director of Development of the State of Ohio has re-certified said area in the City of Delaware, as a Delaware County Enterprise Zone, effective the 29<sup>th</sup> day of August, 2001; and

WHEREAS, The Nippert Company has applied for incentives for a proposed expansion project in said zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the duly appointed Enterprise Zone Negotiating Committee has met with representatives of The Nippert Company to negotiate an Enterprise Zone Agreement, and has reviewed and recommends approval of a proposed Enterprise Zone Application submitted by The Nippert Company an enterprise which desires to expand within said Enterprise Zone, and has determined that the enterprises meet the Enterprise Zone Guidelines adopted by the Delaware County Board of Commissioners by Resolution Number 91-693 on September 16, 1991, and by Enterprise Zone Guidelines adopted by the City of Delaware by Resolution Number 91-35 on September 30, 1991; and

WHEREAS, the Council of the City of Delaware has agreed to review such applications, to approve applications which meet the guidelines, and to forward all approved proposals to the Delaware County Board of Commissioners for final approval.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Delaware County Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. The Board of Commissioners of Delaware County recognizes that the Negotiating Committee for the City of Delaware Enterprise Zone has investigated the application submitted by The Nippert Company and has determined that The Nippert Company is qualified to create job opportunities in said Zone.

Section 2. The Board of Commissioners of Delaware County hereby authorizes the execution of an Enterprise Zone Agreement, having determined that the Enterprise Zone application submitted by The Nippert Company meets all of the guidelines established by the Board of Commissioners of Delaware County, and by the City of Delaware, and the same is hereby approved.

Section 3. The Delaware County Economic Development Director is directed to formally notify the Olentangy Local School District and Delaware Joint Vocational School of this action, and to submit copies of the Agreement after it is executed to the Ohio Departments of Development and Taxation.

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

RESOLUTION NO. 02-582

IN THE MATTER OF AUTHORIZING EXECUTION OF A COMMUNITY REINVESTMENT  
AREA/ENTERPRISE ZONE SCHOOL COMPENSATION AGREEMENT WITH THE CITY OF  
DELAWARE, THE DELAWARE CITY SCHOOL DISTRICT, AND THE NIPPERT COMPANY:

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

Whereas, the Ohio Community Reinvestment Area (CRA) Program, pursuant to ORC Section 3735.67 authorizes cities and counties to grant real property tax exemptions on eligible new investments; and

Whereas, the Ohio Enterprise Zone Program, pursuant to ORC Sections 5709.61 through 5709.69 authorizes cities and counties to grant real and/or personal property tax exemptions on eligible new investments; and

Whereas, the City Council of the City of Delaware, Ohio, by Resolution Number 01-52 adopted on July 23, 2001, designated an area in the City of Delaware as a CRA; and

Whereas, the City Council of Delaware, Ohio, by Resolution Number 01-53, adopted on July 23, 2001, and Resolution Number 01-805, adopted by the Board of County Commissioners for Delaware County on July 30, 2001, expanded and re-certified the Enterprise Zone pursuant to Chapter 5709 of the ORC; and

Whereas, effective September 4, 2001, the Director of the Ohio Department of Development determined that the aforementioned area designated in said Resolution Number 01-52 contains the characteristics set forth in ORC 3735 and thereby certified the area as Delaware City CRA #141-1135-01; and

Whereas, effective August 29, 2001, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution Number 01-805 contains the characteristics set forth in Section 5709.61 (A) (3) and 5709.632 (A) (2) of the ORC and re-certified said area an Enterprise Zone #215 under said Chapter 5709; and



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Whereas, the City of Delaware and Delaware County jointly provided the Boards of Education of the city of Delaware Local School District and the Delaware Joint Vocational School District notice of the project prior to formal approval as required within ORC 5709.62(D) and 5709.83; and

Whereas, the City of Delaware within Ordinance Number 02-57 adopted on April 22, 2002, has acted pursuant to ORC 5709.62 to grant a tax exemption to THE NIPPERT COMPANY and entered into a formal CRA Agreement on April 22, 2002; and

Whereas, the City of Delaware within Resolution Number 02-29 adopted on April 22, 2002 and Delaware County within Resolution Number \_\_\_\_\_ adopted on April 29, 2002 have acted pursuant to ORC Section 5709.62 to grant a tax exemption to THE NIPPERT COMPANY and entered into a formal Enterprise Zone Agreement on April 29, 2002;

Whereas, Item 5(B) of the CRA Agreement and Item 6 of the Enterprise Zone Agreement relating to the aforementioned project requires compensation to the Delaware City Local School District for the sole benefit of educational initiatives.

Now therefore, pursuant to the foregoing, be it resolved that the Delaware County Board of Commissioners, does hereby authorize entering into the attached CRA/Enterprise Zone School Compensation Agreement.

Community Reinvestment Area/Enterprise Zone  
The Nippert Company School Compensation Agreement

This agreement between the City of Delaware, a municipal government, with its offices located at 1 South Sandusky Street, Delaware, OH 43015, the Board of County Commissioners of Delaware County, with its offices located at 101 N. Sandusky Street, Delaware, Ohio 43015, the Delaware City School District, a local school district, with its district offices located at 814 Shanahan Road, Lewis Center, OH 43035, and THE NIPPERT COMPANY, an Ohio corporation, with its main offices currently located at 801 Pittsburgh Drive, Delaware, OH 43015, specifies the manner in which and procedure to be used pursuant to Ohio Revised Code Chapters 3735 and 5709 authorizing general school district compensation for lost revenues due to property tax exemptions, specifically relating to the construction of a distribution facility in Delaware, Ohio, in Delaware's Community Reinvestment Area # 141-1135-01 and Enterprise Zone #215.

Whereas, the Ohio Community Reinvestment Area (CRA) Program, pursuant to ORC Section 3735.67 authorizes cities and counties to grant real property tax exemptions on eligible new investments; and

Whereas, the Ohio Enterprise Zone Program, pursuant to ORC Sections 5709.61 through 5709.69 authorizes cities and counties to grant real and/or personal property tax exemptions on eligible new investments; and

Whereas, the City Council of the City of Delaware, Ohio, by Resolution Number 01-52 adopted on July 23, 2001, designated an area in the City of Delaware as a CRA; and

Whereas, the City Council of Delaware, Ohio, by Resolution Number 01-53, adopted on July 23, 2001, and Resolution Number 01-805, adopted by the Board of County Commissioners for Delaware County on July 30, 2001, expanded and re-certified the Enterprise Zone pursuant to Chapter 5709 of the ORC; and

Whereas, effective September 4, 2001, the Director of the Ohio Department of Development determined that the aforementioned area designated in said Resolution Number 01-52 contains the characteristics set forth in ORC 3735 and thereby certified the area as Delaware City CRA #141-1135-01; and

Whereas, effective August 29, 2001, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution Number 01-805 contains the characteristics set forth in Section 5709.61 (A) (3) and 5709.632 (A) (2) of the ORC and re-certified said area an Enterprise Zone #215 under said Chapter 5709; and

Whereas, the City of Delaware and Delaware County jointly provided the Boards of Education of the Delaware City School District and the Delaware Joint Vocational School District notice of the project prior to formal approval as required within ORC 5709.62(D) and 5709.83; and

Whereas, the City of Delaware within Ordinance Number 02-57 adopted on April 22, 2002, has acted pursuant to ORC 5709.62 to grant a tax exemption to THE NIPPERT COMPANY and entered into a formal CRA Agreement on April 23, 2002; and

Whereas, the City of Delaware within Resolution Number 02-29 adopted on April 22, 2002 and Delaware County within Resolution Number 02-ZZZ adopted on April 29, 2002 have acted pursuant to ORC Section 5709.62 to grant a tax exemption to THE NIPPERT COMPANY and entered into a formal Enterprise Zone Agreement on April 29, 2002;

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Whereas, Item 5(B) of the CRA Agreement and Item 6 of the Enterprise Zone Agreement relating to the aforementioned project requires compensation to the Delaware City School District for the sole benefit of educational initiatives.

Now therefore, in consideration of the foregoing and of the mutual promises, covenants, and agreements hereinafter set forth by the City of Delaware and THE NIPPERT COMPANY agree as follows:

Section 1. THE NIPPERT COMPANY shall make payments according to the following schedule to the Community Foundation of Delaware County in accordance with the terms and conditions set forth in Item 5(B) of the CRA Agreement and Item 6 of the EZ Agreement for the referenced project. This payment shall be made upon receipt of an invoice from the City of Delaware.

<u>School Compensation Payment#</u>	<u>Payment Due Date</u>	<u>Amount</u>
Payment #1	9/30/03	\$15,000
Payment #2	9/30/04	\$15,000
Payment #3	9/30/05	\$15,000
Payment #4	9/30/06	\$15,000
Payment #5	9/30/07	\$15,000
Payment #6	9/30/08	\$15,000
Payment #7	9/30/09	\$15,000
Payment #8	9/30/10	\$15,000
Payment #9	9/30/11	\$26,500 or \$15,000
Payment #10	9/30/12	\$26,500 or \$15,000

Section 2. The cash payment made by THE NIPPERT COMPANY to the City of Delaware shall be used for educational initiatives for the sole benefit of the Delaware City School District.

Section 3. This agreement is enforceable only with active Enterprise Zone or Community Reinvestment Area Agreements and may be amended or modified by the parties, only in writing, signed by all parties to the agreement or by applicable law changes.

Section 4. This agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind between the parties with respect to the subject matter of this agreement.

Section 5. All payments, certificates, reports, and notices which are required to or may be given pursuant to the provisions of this agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

R. Thomas Homan  
City Manager  
City of Delaware  
1 South Sandusky Street  
Delaware, Ohio 43015

John Thomas, Superintendent  
Delaware City School District  
248 North Washington Street  
Delaware, Ohio 43015

Russell A. Nippert, President and General Manager  
THE NIPPERT COMPANY  
801 Pittsburgh Drive  
Delaware, Ohio 43015

Any party may change its contact or mailing address for receiving notices and reports by giving written notice of such change to the other parties.

Section 6. The invalidity of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if any invalid portions were omitted.

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

RESOLUTION NO. 02-583

7:30 PM RECONVENING THE PUBLIC HEARING FOR ANNEXATION OF 170.5 ACRES FROM TRENTON AND BERKSHIRE TOWNSHIPS TO THE VILLAGE OF SUNBURY:

It was moved by Mrs. Martin, seconded by Mr. Ward to open the Hearing at 7:40PM.

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

RESOLUTION NO. 02-584

IN THE MATTER OF GRANTING A SIX (6) MONTH CONTINUANCE TO THE PUBLIC HEARING FOR ANNEXATION OF 170.5 ACRES FROM TRENTON AND BERKSHIRE TOWNSHIPS TO THE VILLAGE OF SUNBURY:

It was moved by Mrs. Martin, seconded by Mr. Ward to grant a six (6) month continuance to the public hearing for annexation of 170.5 acres from Trenton And Berkshire Townships To The Village Of Sunbury.

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

RESOLUTION NO. 02-585

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR ANNEXATION OF 170.5 ACRES FROM TRENTON AND BERKSHIRE TOWNSHIPS TO THE VILLAGE OF SUNBURY:

It was moved by Mrs. Martin, seconded by Mr. Ward to close the Hearing at 8:05PM.

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

RESOLUTION NO. 02-586

IN THE MATTER OF WITHDRAWING THE REQUEST FOR ANNEXATION OF 170.5 ACRES FROM TRENTON AND BERKSHIRE TOWNSHIPS TO THE VILLAGE OF SUNBURY:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve withdrawing the request for annexation of 170.5 acres from Trenton And Berkshire Townships To The Village Of Sunbury.

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

RESOLUTION NO. 02-587

IN THE MATTER OF TERMINATING AN ENTERPRISE ZONE AGREEMENT WITH LIEBERT NORTH AMERICA, INC.:

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

WHEREAS, the City of Delaware (“City”) and Delaware County (“County”) have encouraged the development of real estate and investment in personal property within a certain area of the City of Delaware via the establishment of an Enterprise Zone Area; and

WHEREAS, the Delaware County Board of Commissioners, the City of Delaware, and Liebert North America, Inc., did enter into an Enterprise Zone Agreement (Agreement #2) dated October 16, 2000, as approved pursuant to Resolution 00-88 passed by the City Council of the City of Delaware on October 8, 2000, and as approved pursuant Resolution 00-867 passed by the Delaware County Board of Commissioners on October 16, 2000, in conjunction with a PROJECT to be undertaken at the Company’s facility at 975 Pittsburgh Drive and at a leased facility at 1020 Pittsburgh Drive located in the Delaware Industrial Park, Delaware, Ohio, known as the PROJECT sites; and

WHEREAS, pursuant to said Enterprise Zone Agreement, Liebert North America, Inc. was to receive certain tax incentives as the investor in real property and personal property consisting of new furniture and fixtures, new machinery and equipment and new inventory, and as the creator of new full-time job opportunities and payroll at the PROJECT sites; and

WHEREAS, it is understood by all Parties of the original Enterprise Zone Agreement, for the referenced PROJECT that the City of Delaware Tax Incentive Review Council (TIRC) determined on March 5, 2002 that the level of job and payroll creation, and investment in new real and personal property committed to by Liebert North America, Inc. in said Enterprise Zone Agreement has not been achieved, and as a result, the TIRC has recommended that said Enterprise Zone Agreement be terminated; and

WHEREAS, Item 13 of said Enterprise Zone Agreement states that if Liebert North America, Inc. fails to fulfill the terms of the Enterprise Zone Agreement, the City and County may terminate or modify the exemptions from taxation granted under said Enterprise Zone Agreement.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio, as follows:

- 1. Effective as of the date of the passage of this Resolution, Enterprise Zone Agreement #2 and the tax

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exemption granted to Liebert North America, Inc. for investment in personal property, as established in the Enterprise Zone Agreement dated October 16, 2000, for the PROJECT sites in the City of Delaware, Ohio, shall be terminated.

2.
- The Delaware County Director of Economic Development is directed to formally notify the Delaware County Auditor, the Ohio Department of Development, the Ohio Department of Taxation, the Delaware City School District and the Delaware Joint Vocational School of this action.

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

RESOLUTION NO. 02-588

IN THE MATTER OF ACCEPTING THE REPORT OF THE DELAWARE COUNTY/DELAWARE CITY ENTERPRISE ZONE TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE PROGRAM FOR PROGRAM YEAR 2001 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

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

WHEREAS, the Delaware County Commissioners, with the consent of the City of Delaware, have designated areas of the City of Delaware as an Enterprise Zone, pursuant to the Ohio Enterprise Zone Act, which is contained in the Ohio Revised Code Sections 5709.61 through 5709.66, inclusive; and

WHEREAS, the purpose of the Delaware County Enterprise Zone is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Zone; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC), for the Enterprise Zone met on March 5, 2002 and reviewed the status of each active Enterprise Zone Agreement and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, the City of Delaware and Delaware County are required under Ohio Revised Code Section 5709.68 to submit an annual report regarding the status of each Enterprise Zone Agreement, the results of each project during Enterprise Zone Program Year 2001, and the recommendations of the TIRC, by March 31, 2002 to the Director of the Ohio Department of Development.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the review and recommendations made by the TIRC on March 5, 2002 as summarized on the attached Program Year 2001 Enterprise Zone Program Summary report for the City of Delaware - Zone Number 215, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development, and all other appropriate entities, as noted in Ohio Revised Code Section 5709.68.

Section 2. The Economic Development Director is directed to submit a certified copy of this Resolution to the Ohio Department of Development.

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

Chart # 1  
Delaware City Tax Incentive Review Council  
Report - Summary  
Enterprise Zone Program  
Year - 2001

Job &  
Payroll  
Creation

	Date of	Date of	Job	Job	% of Goal	Payroll	Payroll	% of
Project	Agreement	Expiration	Creation	Creation	Achieved	Creation	Creation	Goal
			Goal	Results		Goal	Results	Achieved
Carolina Color Corp.	2/24/92	12/31/02	15	23	153.33%	\$400,000	\$1,123,948	280.99%
Campus Commodities	3/26/92	12/31/03	7	0	0.00%	\$200,000	\$0	0.00%

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Nat. Metal Shapes	10/13/92	12/31/03	15	15	100.00%	\$500,000	\$685,501	137.10%
Nat. Metal Finishing	9/18/98	12/31/06	30	6	20.00%	\$460,000	\$120,060	26.10%
General Castings #1	10/12/93	12/31/04	81	0	0.00%	\$1,980,000	\$0	0.00%
General Castings #2	9/6/96	12/31/06	50	0	0.00%	\$884,000	\$0	0.00%
Oberfields, Inc.	12/23/93	12/31/03	14	24	171.43%	\$260,000	\$1,056,472	406.34%
Nippert Company #1	6/20/94	12/31/05	27	0	0.00%	\$702,000	\$0	0.00%
Nippert Company #2	8/9/98	12/31/11	56	0	0.00%	\$1,596,000	\$0.00	0.00%
DMI Distribution	11/30/95	12/31/07	41	39	95.12%	\$1,070,000	\$1,028,414	96.11%
Liebert Corp. #1	1/30/96	12/31/07	41	237	578.05%	\$2,113,755	\$2,392,253	113.18%
Liebert Corp. #2	11/1/00	12/31/07	100	0	0.00%	\$4,160,000	\$0.00	0.00%
Optimum Plastics #1	7/10/96	12/31/07	22	27	122.73%	\$709,000	\$1,016,124	143.32%
Optimum Plastics #2	4/25/00	12/31/12	10	12	120.00%	\$225,000	\$451,611	200.72%
Gooseberry Patch #1	9/9/96	12/31/05	12	50	416.67%	\$225,600	\$1,500,000	664.89%
Gooseberry Patch #2	3/1/01	12/31/13	32	1	3.13%	\$850,000	\$72,000	8.47%
Jeg's Automotive	8/29/97	12/31/10	115	60	52.17%	\$2,250,000	\$1,380,000	61.33%
Midwest Acoust-A-Fiber	11/10/97	12/31/05	25	18	72.00%	\$375,000	\$270,000	72.00%
Signstrut, Inc.	8/2/99	12/31/11	200	58	29.00%	\$3,331,000	\$1,410,209	42.34%
TOTALS			893	570	63.83%	\$22,291,355	\$12,506,592	56.11%

Chart # 2  
City of Delaware Tax Incentive Review  
Council Report - Summary  
Enterprise Zone  
Program Year - 2001

Job & Payroll Creation	Real Property Investment Goal	Real Property Investment Results	% of Goal Achieved	Personal Property Investment Goal	Personal Property Investment Results	% of Goal Achieved	Total Property Investment Goal	Total Property Investment Results	% of Goal Achieved
Carolina Color Corp.	\$860,000	\$986,295	114.69%	\$1,335,000	\$1,953,439	146.33%	\$2,195,000	\$2,939,734	133.93%
Campus Commodities	\$600,000	\$0	0.00%	\$400,000	\$0	0.00%	\$1,000,000	\$0	0.00%

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Nat. Metal Shapes	\$0.00	\$0.00	n/a	\$800,000	\$1,028,446	128.56%	\$800,000	\$1,028,446	128.56%
Nat. Metal Finishing	\$0.00	\$0.00	n/a	\$455,000	\$473,000.00	103.96%	\$455,000	\$473,000	103.96%
General Castings #1	\$225,000	\$101,996	45.33%	\$755,000	\$1,112,592	147.36%	\$980,000	\$1,214,588	123.94%
General Castings #2	\$500,000	\$382,529	76.51%	\$2,250,000	\$2,000,000	88.89%	\$2,750,000	\$2,382,529	86.64%
Oberfield s, Inc.	\$225,000	\$3,601,714	1600.76%	\$1,050,000	\$2,953,614	281.30%	\$1,275,000	\$6,555,328	514.14%
Nippert Company #1	\$1,000,000	\$1,877,380	187.74%	\$8,800,000	\$6,091,395	69.22%	\$9,800,000	\$7,968,775	81.31%
Nippert Company #2	\$4,150,000	\$7,655,897	184.48%	\$20,077,000	\$15,069,447	75.06%	\$24,227,000	\$22,725,344	93.80%
DMI Distributi on	\$3,110,000	\$5,293,478	170.21%	\$5,030,000	\$121,390	2.41%	\$8,140,000	\$5,414,868	66.52%
Liebert Corp. #1	\$300,000	\$3,127,486	1042.50%	\$5,000,000	\$22,643,385	452.87%	\$5,300,000	\$25,770,871	486.24%
Liebert Corp. #2	\$493,000	\$50,000	10.14%	\$4,570,000	\$271,969	5.95%	\$5,063,000	\$321,969	6.36%
Optimum Plastics #1	\$1,300,000	\$1,300,000	100.00%	\$3,730,000	\$3,550,443	95.19%	\$5,030,000	\$4,850,443	96.43%
Optimum Plastics #2	\$0.00	\$0.00	#DIV/0!	\$2,000,000	\$2,136,207	106.81%	\$2,000,000	\$2,136,207	106.81%
Gooseber ry Patch #1	\$1,032,000	\$1,121,440	108.67%	\$1,100,000	\$1,437,000	130.64%	\$2,132,000	\$2,558,440	120.00%
Gooseber ry Patch #2	\$1,300,000	\$1,377,000	105.92%	\$1,500,000	\$1,088,500	72.57%	\$2,800,000	\$2,465,500	88.05%
Jeg's Automoti ve	\$11,950,000	\$12,130,184	101.51%	\$44,500,000	\$35,274,696	79.27%	\$56,450,000	\$47,404,880	83.98%
Midwest Acoust-A- Fiber	\$600,000	\$791,035	131.84%	\$575,000	\$1,722,983	299.65%	\$1,175,000	\$2,514,018	213.96%
Signstrut, Inc.	\$3,500,000	\$3,313,035	94.66%	\$9,500,000	\$7,662,051	80.65%	\$13,000,000	\$10,975,086	84.42%
TOTALS	\$31,145,000	\$43,109,469	138.42%	\$113,427,000	\$106,590,550	93.97%	\$144,572,000	\$149,700,026	103.55%

Chart # 3

2001 Ohio Enterprise Zone Program Summary

Zone Number: 215      Zone Name: City of Delaware

Date of Expiration

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<u>Name of Company</u>	<u>Location</u>	<u>SIC</u>	<u>Agreement</u>	<u>Date</u>
Carolina Color Corp.	100 Columet Drive	3087	2/24/92	12/31/02
Campus Comm.	75 Curtis Street	2396	3/26/92	12/31/03
Nat. Metal Shapes	425 S. Sandusky Street	3356	10/13/92	12/31/03
Nat. Met. Finishing	425 S. Sandusky Street	3499	9/18/98	12/31/06
General Castings #1	550 S. Liberty Road	3599	10/12/93	12/31/04
General Castings #2	550 S. Liberty Road	3599	9/6/96	12/31/06
Oberfields, Inc.	528 London Road	3272	12/23/93	12/31/03
Nippert Company #1	801 Pittsburgh Drive	3679	6/20/94	12/31/05
Nippert Company #2	801 Pittsburgh Drive	3679	8/9/98	12/31/11
DMI Distribution	1076 Pittsburgh Drive		11/30/95	12/31/07
Liebert Corp. #1	975 Pittsburgh Drive	3585	1/30/96	12/31/07
Liebert Corp. #2	975 & 1020 Pittsburgh Dr.	3585	10/16/00	12/31/07
Optimum Plastics #1	1201 S. Houk Road	3081	7/10/96	12/31/07
Optimum Plastics #2	1201 S. Houk Road	3081	4/25/00	12/31/12
Gooseberry Patch #1	600 London Road		9/9/96	12/31/05
Gooseberry Patch #2	600 London Road		3/1/01	12/31/13
Jeg's Automotive	101 Jeg's Place		8/29/97	12/31/10
Midwest Acoust-A-F.	759 Pittsburgh Drive		11/10/97	12/31/05
Signstrut, Inc.	970 Pittsburgh Drive	326100	8/2/99	12/31/11

TOTAL

Chart # 3 Columns Continued

Existing Baseline Employment	Reduction of Employment at		Job Commitment		Job Creation Period (Mos.)
	At Site	In Ohio	Other Location Yes or No	Create Retain	
Carolina Color Corp.	0	0	No	15 0	24
Campus Comm.	0	16	Yes	7 0	24
Nat. Metal Shapes	0	0	yes	15 0	24
Nat. Met. Finishing	0	0	no	30 0	36
General Castings #1	279	340	no	81 0	36
General Castings #2	400	612	no	50 0	36

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Oberfields, Inc.	0	0	no	14	0	24
Nippert Company #1	270	270	no	27	0	36
Nippert Company #2	284	284	no	56	0	42
DMI Distribution	0	30	no	41	0	36
Liebert Corp. #1	72	1276	no	41	72	36
Liebert Corp. #2	312	1896	no	100	312	12
Optimum Plastics #1	0	0	no	22	0	36
Optimum Plastics #2	27	27	no	10	27	24
Gooseberry Patch #1	16	75	no	18	0	36
Gooseberry Patch #2	0	108	yes	12	16	36
Jeg's Automotive	0	143	yes	115	143	42
Midwest Acoust-A-F.	12	12	no	25	0	36
Signstrut, Inc.	0	114.5	yes	200	114.5	42
TOTAL				879	684.5	

Chart # 4

Name of Company	Enterprise Zone Commitment		EZ Agreement Payroll		Tax Incentives % and # years	
	<u>Real</u>	<u>Personal</u>	<u>Baseline Payroll</u>	<u>Proj. New Payroll</u>	<u>Real</u>	<u>Personal</u>
Carolina Color Corp.	\$860,000	\$1,335,000	\$0.00	\$400,000	87% / 10 yr.	87% / 10 yr.
Campus Comm.	\$600,000	\$400,000	\$0.00	\$200,000	50% / 10 yr.	50% / 10 yr.
Nat. Metal Shapes	\$0.00	\$800,000	\$0.00	\$500,000	0% / 10 yr.	40% / 10 yr.
Nat. Met. Finishing	\$0.00	\$455,000	\$0.00	\$460,000	0% / 10 yr.	40% / 10 yr.
General Castings #1	\$225,000	\$755,000	\$0.00	\$1,980,000	0% / 10 yr.	50% / 10 yr.
General Castings #2	\$500,000	\$2,250,000	\$0.00	\$884,000	100% / 7 yr.	65% / 7 yr.
Oberfields, Inc.	\$225,000	\$1,050,000	\$0.00	\$260,000	25% / 10 yr.	55% / 7 yr.
Nippert Company #1	\$1,000,000	\$8,800,000	\$0.00	\$702,000	50% / 10 yr.	50% / 10 yr.
Nippert Company #2	\$4,150,000	\$20,077,000	\$0.00	\$1,596,000	90% / 10 yr.	40% / 10 yr.
DMI Distribution	\$3,110,000	\$5,030,000	\$0.00	\$1,070,000	50% / 10 yr.	0% / 10 yr.



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Liebert Corp. #1	\$300,000	\$5,340,400	\$0.00	\$2,113,755	0% / 10 yr.	50% / 10 yr.
Liebert Corp. #2	\$493,000	\$4,570,000	\$0.00	\$4,160,000	0% / 5 yr.	50% / 5 yr.
Optimum Plastics #1	\$1,300,000	\$3,730,000	\$0.00	\$709,000	50% / 10 yr.	50% / 10 yr.
Optimum Plastics #2	\$0.00	\$2,000,000	\$0.00	\$225,000	0% / 5 yr.	30% / 5 yr.
Gooseberry Patch #1	\$1,032,000	\$1,100,000	\$0.00	\$187,800	35% / 10 yr.	35% / 10 yr.
Gooseberry Patch #2	\$1,300,000	\$1,500,000	\$2,781,173	\$1,300,000	35% / 10 yr.	35% / 10 yr.
Jeg's Automotive	\$11,950,000	\$44,500,000	\$4,623,000	\$2,250,000	75% / 10 yr.	63% / 10 yr.
Midwest Acoust-A-F.	\$600,000	\$575,000	\$0.00	\$375,000	60% / 7 yr.	25% / 7yr.
Signstrut, Inc.	\$3,500,000	\$9,500,000	\$3,134,000	\$3,331,000	60% / 10 yr.	60% / 10 yr.
TOTAL	\$31,145,000	\$113,767,400	\$10,538,173	\$22,703,555		

Chart # 4 Columns Continued

	Date of Most	# Jobs as of 12/31/01		Project Site	Payroll Attributed New Employment
	<u>Recent TIRC Mtg.</u>	<u>Created</u>	<u>Retained</u>	<u>Employment-12/31/01</u>	
Carolina Color Corp.	3/5/02	23	0	20	\$1,123,948
Campus Comm.	3/5/02	NR	NR	NR	NR
Nat. Metal Shapes	3/5/02	15	0	15	\$685,501
Nat. Met. Finishing	3/5/02	6	0	6	\$120,060
General Castings #1	3/5/02	0	0	186	\$0.00
General Castings #2	3/5/02	0	0	186	\$0.00
Oberfields, Inc.	3/5/02	24	0	60	\$1,056,472
Nippert Company #1	3/5/02	0	0	233	\$0.00
Nippert Company #2	3/5/02	0	0	233	\$0.00
DMI Distribution	3/5/02	39	0	39	\$1,028,414
Liebert Corp. #1	3/5/02	237	72	270	\$2,392,253
Liebert Corp. #2	3/5/02	0	0	270	\$0.00
Optimum Plastics #1	3/5/02	27	0	39	\$1,016,124
Optimum Plastics #2	3/5/02	12	0	39	\$451,611

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Gooseberry Patch #1	3/5/02	50	16	66	\$1,500,000
Gooseberry Patch #2	3/5/02	1	65	66	\$72,000
Jeg's Automotive	3/5/02	60	143	203	\$1,380,000
Midwest Acoust-A-F.	3/5/02	18	0	209	\$270,728
Signstrut, Inc.	3/5/02	58	114	172	\$1,410,209
TOTAL		570	410	1,518	\$12,507,320

Chart #5

Name of Company	Actual Investment Level		Real Property Taxes		Real Property Tax	
	As of 12/31/01		Taxes Paid		Foregone	
	Real	Personal	2001	Term	2001	Term
Carolina Color Corp.	\$986,295	\$1,953,439	\$21,623	\$94,251	\$8,254	\$50,383
Campus Comm.	NR	NR	NR	NR	NR	NR
Nat. Metal Shapes	\$0.00	\$1,028,446	\$0.00	\$0.00	\$0.00	\$0.00
Nat. Met. Finishing	\$0.00	\$473,000	\$0.00	\$0.00	\$0.00	\$0.00
General Castings #1	\$101,996	\$1,112,000	\$0.00	\$0.00	\$0.00	\$0.00
General Castings #2	\$382,529	\$2,000,000	\$33,533	\$132,821	\$124	\$499
Oberfields, Inc.	\$3,601,714	\$2,953,614	\$50,398	\$225,533	\$951	\$7,151
Nippert Company #1	\$7,655,897	\$15,069,447	\$10,553	\$21,812	\$54,106	\$111,550
Nippert Company #2	\$1,877,380	\$6,091,395	\$79,634	\$376,345	\$14,615	\$43,608
DMI Distribution	\$5,293,478	\$121,390	\$86,476	\$375,162	\$43,777	\$254,553
Liebert Corp. #1	\$3,127,486	\$22,643,385	\$116,797	\$569,974	\$0.00	\$0.00
Liebert Corp. #2	\$50,000.00	\$271,969	\$0.00	\$0.00	\$0.00	\$0.00
Optimum Plastics #1	\$1,300,000	\$3,550,443	\$18,478	\$87,955	\$0.00	\$0.00
Optimum Plastics #2	\$0.00	\$2,136,207	\$0.00	\$0.00	\$0.00	\$0.00
Gooseberry Patch #1	\$1,121,440	\$1,437,000	\$11,988	\$34,790	\$4,196	\$12,177
Gooseberry Patch #2	\$1,377,000	\$1,088,500	\$0.00	\$0.00	\$0.00	\$0.00
Jeg's Automotive	\$12,130,184	\$35,274,696	\$39,479	\$57,915	\$104,295	\$110,070
Midwest Acoust-A-F.	\$791,035	\$1,722,983	\$6,887	\$19,481	\$0.00	\$0.00
Signstrut, Inc.	\$3,313,035	\$7,662,051	\$46,825	\$100,890	\$0.00	\$0.00
TOTAL	\$43,109,469	\$106,589,965	\$522,671	\$2,096,929	\$230,318	\$589,991

Chart #5 Columns continued

Personal Property	Personal Property	Government
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	Taxes Paid		Taxes Foregone		TIRC Most Recent		Action On
	2001	Term	2001	Term	Recommendation		Recommendation
Carolina Color Corp.	\$27,974	\$117,201	\$10,107	\$112,701	Continue		Pending
Campus Comm.	NR	NR	NR	NR	Terminate	Real&Pers.	Terminated
Nat. Metal Shapes	\$5,504	\$45,182	\$3,669	\$53,358	Continue		Pending
Nat. Met. Finishing	\$0.00	\$53,358	\$0.00	\$0.00	Continue	Advisory	Pending
General Castings #1	\$6,588	\$57,523	\$6,588	\$57,523	Continue	Advisory	Pending
General Castings #2	\$11,488	\$47,027	\$21,336	\$108,676	Continue	Advisory	Pending
Oberfields, Inc.	\$45,709	\$314,395	\$5,480	\$37,956	Continue		Pending
Nippert Company #1	\$142,476	\$305,409	\$94,984	\$203,604	Continue	Advisory	Pending
Nippert Company #2	\$403,864	\$2,414,550	\$44,802	\$352,937	Continue	Advisory	Pending
DMI Distribution	\$622	\$13,189	\$0.00	\$0.00	Continue		Pending
Liebert Corp. #1	\$189,010	\$800,708	\$56,462	\$148,678	Continue		Pending
Liebert Corp. #2	\$0.00	\$0.00	\$0.00	\$0.00	Terminate		Pending
Optimum Plastics #1	\$26,247	\$108,808	\$26,247	\$108,808	Continue		Pending
Optimum Plastics #2	\$25,897	\$25,897	\$11,099	\$11,099.00	Continue		Pending
Gooseberry Patch #1	\$36,558	\$86,083	\$12,795	\$30,129	Continue		Pending
Gooseberry Patch #2	\$0.00	\$0.00	\$0.00	\$0.00	Continue		Pending
Jeg's Automotive	\$66,476	\$66,476	\$114,525	\$114,525	Continue	Advisory	Pending
Midwest Acoust-A-F.	\$29,771	\$99,091	\$0.00	\$0.00	Continue		Pending
Signstrut, Inc.	\$42,346	\$138,914	\$43,199	\$111,679	Continue	Advisory	Pending
TOTAL		\$4,693,811	\$451,293	\$1,451,673			
Vote on Motion	Mr. Wuertz		Aye	Mrs. Martin	Aye	Mr. Ward	Aye

RESOLUTION NO. 02-589

IN THE MATTER OF ACCEPTING THE REPORT OF THE CITY OF WESTERVILLE ENTERPRISE ZONE TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE PROGRAM FOR PROGRAM YEAR 2001 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

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

WHEREAS, the Delaware County Commissioners, with the consent of the City of Westerville Council, have designated areas of the City of Westerville as an Enterprise Zone, pursuant to the Ohio Enterprise Zone Act, which is contained in the Ohio Revised Code Sections 5709.61 through 5709.66, inclusive; and

WHEREAS, the purpose of the City of Westerville Enterprise Zone is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Zone; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC), for the Enterprise Zone met on March 11, 2002 and reviewed the status of each active Enterprise Zone Agreement and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, the City of Westerville and Delaware County are required under Ohio Revised Code Section 5709.68 to submit an annual report regarding the status of each Enterprise Zone Agreement, the results of each project during Enterprise Zone Program Year 2001, and the recommendations of the TIRC, by March 31, 2002 to the Director of the Ohio Department of Development.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the review and recommendations made by the TIRC on March 11, 2002 as summarized on the attached Program Year 2001 Enterprise Zone Program Summary report for the City of Westerville -

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Zone Number 267, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development, and all other appropriate entities, as noted in Ohio Revised Code Section 5709.68.

Section 2. The Economic Development Director is directed to submit a certified copy of this Resolution to the Ohio Department of Development.

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

Chart 1  
City of Westerville Tax Incentive Review Council Report - Summary  
Enterprise Zone Program Year – 2001

Job & Payroll Creation

<u>Project</u>	<u>Date of Agreement</u>	<u>Date of Expiration</u>	<u>Job Creation Goal</u>	<u>Job Creation Results</u>	<u>% of Goal Achieved</u>	<u>Payroll Creation Goal</u>	<u>Payroll Creation Results</u>	<u>% of Goal Achieved</u>
Worthington Cylinder	3/31/94	12/31/04	100	139	139.00%	\$1,700,000	\$3,682,435	216.61%
TOTALS			100	139	139.00%	\$1,700,000	\$3,682,435	216.61%

Chart 2  
City of Westerville Tax Incentive Review Council Report - Summary  
Enterprise Zone Program Year - 2001

Job & Payroll Creation

<u>Project</u>	<u>Real Property Investment Goal</u>	<u>Real Property Investment Results</u>	<u>% of Goal Achieved</u>	<u>Personal Property Investment Goal</u>	<u>Personal Property Investment Results</u>	<u>% of Goal Achieved</u>
Worthington Cylinder	\$3,650,000	\$4,638,436	127.08%	\$23,000,000	\$19,556,749	85.03%
TOTALS	\$3,650,000	\$4,638,436	127.08%	\$23,000,000	\$19,556,749	85.03%

TIRC - Westerville Tax Incentive Review Council

Columns Chart 2 continued

<u>Project</u>	<u>Total Property Investment Goal</u>	<u>Total Property Investment Results</u>	<u>% of Goal Achieved</u>
Worthington Cylinder	\$26,650,000	\$24,195,185	90.79%
TOTALS	\$26,650,000	\$24,195,185	90.79%

Chart # 3  
2001 Ohio Enterprise Zone Program Summary

Zone Number: 267  
Zone Name: City of Westerville

<u>Name of Company</u>	<u>Location</u>	<u>SIC</u>	<u>Date of Agreement</u>	<u>Expiration Date</u>
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Worthington Cylinder 333 Maxtown Road 3443 3/31/94 12/31/04

Chart 3 continued

<u>Name of Company</u>	Existing Baseline Employment		Did Enterprise Close or Reduce Employment at Other location	EZ Agreement Job commitmen		<u>Period (Mos.)</u>
	<u>At Site</u>	<u>In Ohio</u>	<u>Yes or No</u>	<u>Create</u>	<u>Retain</u>	
Worthington Cylinder	0	525	yes	100	0	36

Chart #4 for Worthington Cylinder

Enterprise Zone Commitment		EZ Agreement Payroll		Tax Incentives	
<u>Real</u>	<u>Personal</u>	<u>Baseline Payroll</u>	<u>Proj. New Payroll</u>	<u>% and # years</u>	
\$3,650,000	\$23,000,000	\$0.00	\$1,700,000	100% yrs. 1-5	M&E 60% yrs. 1-5
				50% yrs. 6-10	M&E 28% yrs. 6-10
					Inv. 75% yrs. 1-5
					Inv. 28% yrs. 6-10

Chart #4 for Worthington Cylinder continued

<u>Date of Most Recent TIRC Mtg.</u>	# Jobs as of 12/31/01		<u>Project Site Employment as of 12/31/01</u>	<u>Payroll Attributed New Employment</u>
	<u>Created</u>	<u>Retained</u>		
3/11/02	139	104	243	\$3,682,435

Chart #5 for Worthington Cylinder

Investment level As of 12/31/01		Real Property Taxes Paid		Real Property Tax Foregone	
<u>Real</u>	<u>Personal</u>	<u>2001</u>	<u>Total</u>	<u>2001</u>	<u>Total</u>
\$4,638,436	\$19,556,749	\$47,879	\$280,858	\$100,000	\$336,700

Chart #5 for Worthington Cylinder continued

Personal Property Taxes Paid		Personal Property Taxes Foregone		TIRC Most Recent	
<u>2001</u>	<u>Total</u>	<u>2001</u>	<u>Total</u>	<u>Recommendation</u>	
\$162,242	\$733,685	\$176,735	\$971,063	Continue	Advisory

Chart #5 for Worthington Cylinder continued

Local Government  
Action On  
Recommendation  
Pending

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

RESOLUTION NO. 02-590

IN THE MATTER OF SETTING DATE AND TIME FOR COUNTY’S FY 2002 CDBG PROGRAM  
PUBLIC HEARING # 2:

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

Whereas, a public hearing will be held on **Monday, July 1, at 7:30 PM** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is needed to consider the application for the FY 2002 CDBG Program.

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

RESOLUTION NO. 02-591

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IN THE MATTER OF APPROVING A CONTRACT WITH WEST GROUP FOR JUDICIAL PRODUCTS:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the contract with West Group.

(Copy available in the Commissioners Office for the duration of the contract).

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

RESOLUTION NO. 02-592

IN THE MATTER OF SUPPORT AND MAKING APPLICATION FOR WILLIAM R. AND SHIRLEY R. THURSTON FOR AN AGRICULTURAL EASEMENT THROUGH THE OHIO AGRICULTURAL EASEMENT PURCHASE PROGRAM AND DESIGNATING THE LAND OWNER AS CONTRIBUTING A 25% LOCAL MATCH AND COMMITTING DELAWARE COUNTY TO MONITORING AND ENFORCING THE EASEMENT IN PERPETUITY:

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

WHEREAS, The State of Ohio has Created the Ohio Agricultural Easement Purchase Program for the preservation of farmland across the State of Ohio, and

WHEREAS, The Department of Agriculture will purchase up to 75% of the appraised value of the agricultural easement (with a maximum of \$1 million per easement and \$4,000 per acre), the local applicant must provide at least 25% cash match or the landowner must donate the require 25% match, and

WHEREAS, The Delaware County Commissioners have received an application to the Ohio Agricultural Easement Program from William R. and Shirley R. Thurston, and

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

- I. Supports the application and makes application on behalf of William R. and Shirley R. Thurston for the Ohio Agricultural Easement Purchase Program
- II. Endorse the landowner as providing the 25% local match by donating the required 25% of the appraised value
- III. Commit to monitoring and enforcing the agricultural easement in perpetuity

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

RESOLUTION NO. 02-593

IN THE MATTER OF SUPPORT AND MAKING APPLICATION FOR LARRY D. AND PAMELA S. STARLING FOR AN AGRICULTURAL EASEMENT THROUGH THE OHIO AGRICULTURAL EASEMENT PURCHASE PROGRAM AND DESIGNATING THE LAND OWNER AS CONTRIBUTING A 25% LOCAL MATCH AND COMMITTING DELAWARE COUNTY TO MONITORING AND ENFORCING THE EASEMENT IN PERPETUITY:

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

WHEREAS, The State of Ohio has Created the Ohio Agricultural Easement Purchase Program for the preservation of farmland across the State of Ohio, and

WHEREAS, The Department of Agriculture will purchase up to 75% of the appraised value of the agricultural easement (with a maximum of \$1 million per easement and \$4,000 per acre), the local applicant must provide at least 25% cash match or the landowner must donate the require 25% match, and

WHEREAS, The Delaware County Commissioners have received an application to the Ohio Agricultural Easement Program from Larry D. and Pamela S. Starling, and

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

- I. Supports the application and makes application on behalf of Larry D. and Pamela S. Starling for the Ohio Agricultural Easement Purchase Program
- II. Endorse the landowner as providing the 25% local match by donating the required 25% of the appraised value

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III. Commit to monitoring and enforcing the agricultural easement in perpetuity

Vote on Motion	Mrs. Martin	Aye	Mr. Wuertz	Aye	Mr. Ward	Aye
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There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz

Letha George, Clerk to the Commissioners