

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2003

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

Present: Kristopher W. Jordan, Deborah B. Martin (Absent), James D. Ward

8:00 AM David Yost-Prosecutor Session

8:30 AM Executive Session

10:00 AM Bid Opening Date And Time For The Project Known As Sawmill Parkway/Big Bear Intersection Signal Project (50 Channing Street)

RESOLUTION NO. 03-709

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

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

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

RESOLUTION NO. 03-710

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn out of Executive Session at 8:50AM.

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

PUBLIC COMMENT

RESOLUTION NO. 03-711

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 5, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held June 5, 2003 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 03-712

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR066A AND CMAPR066B:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR066A and CMAPR066B and Purchase Orders and Vouchers as listed below:

PO's

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Emergitech Inc.	SO & 9-1- Interface	21411306-5450	\$ 6,000.00
Increases			
Wilma Sanders	Childcare	22411606-5348	\$ 5,000.00
Vouchers			
Childrens World	Child Care	22411606-5348	\$ 8,195.00
The Healthy Edge	EAP for July-Dec	60211902-534234201	\$ 10,672.20
AEP	Electric Service	65211905-533833802	\$ 34,890.66
Ohio Bureau Worker's	Unemployment	10011108-5370	\$ 8,163.98

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

RESOLUTION NO. 03-713

IN THE MATTER GRANTING THE ANNEXATION PETITION OF 0.69 ACRES OF LAND IN GENOA TOWNSHIP TO THE CITY OF WESTERVILLE:

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

Whereas on May 5, 2003, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Smith and Hale, agent for the petitioners, of 0.69 Acres, more or less, in Genoa Township to the City of Westerville.

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Westerville or the Township of Genoa.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 0.69 Acres, more or less, in Genoa Township to the City of Westerville.

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

RESOLUTION NO. 03-714

IN THE MATTER OF SETTING DATE AND TIME FOR A PUBLIC HEARING TO CONSIDER MAKING THE ROADS IN HIGHLAND LAKES EAST SECTION 4, PARTS 2-5 PUBLIC ROADS:

It was moved by Mr. Jordan, seconded by Mr. Ward to set **Monday July 7, 2003, 7:45PM** as the date and time for the Public Hearing At 101 North Sandusky Street Delaware, Ohio 43015.

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

RESOLUTION NO. 03 -715

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Kathy Butler attend a Institute of Addiction Studies in Columbus, Ohio July 22 to 25, 2003, at the cost of \$165.00.

The Department of Job and Family Services is requesting that Mary Sedlacek attend a Home Care Forum in Green Co. July 2, 2003, at no cost.

The Department of Job and Family Services is requesting that Jackie Culbertson and Angela Thomas attend a JFS Training in Madison County June 20, 2003, at the cost of \$66.00.

The Emergency Services Department is requesting that Bill Barks attend a WMD Course in Summit County, Ohio July 28, 2003, at no cost.

The Emergency Services Department is requesting that Bill Barks and Steve Dick attend a C.E.R.T. "Train The Trainer Course" in Newark, Ohio June 9 to 11, 2003, at no cost.

The Economic Development Department is requesting that Dottie Brown attend a Community Housing Improvement Strategy Training in Reynoldsburg, Ohio June 19, 2003, at no cost.

The Department of Job and Family Services is requesting that Karol Hoyle and Pam Pruett attend a CRISE Training (software) in Columbus, Ohio July 23 to 24, 2003, at no cost.

The Administrative Services Department is requesting that John King attend a National Animal Control Association Level -II Training in Roanoke, Virginia July 14 to 18, 2003, at the cost of \$1,209.00.

The Administrative Services Department is requesting that Kevin Williams attend an Annual Worker's Comp Group Rating Plan Meeting in Columbus, Ohio June 13, 2003, at no cost.

The Administrative Services Department is requesting that Kevin Williams attend a 2003 Aon University Training (Risk Training) in Columbus, Ohio June 10, 2003, at no cost.

The Environmental Services Department is requesting that Joe Scherler, Duane Matlack, Fred Fowler and Larry Eley attend an Ohio Building Code 10 Week Study Course in Columbus, Ohio June 18 to August 20, 2003 (Wednesdays) at the cost of \$1,300.00.

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

RESOLUTION NO. 03-716

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the Tuition Assistance requests as follows:

Angela Thomas Book Reimbursement for 4 classes \$275.00

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

RESOLUTION NO. 03-717

IN THE MATTER OF APPROVING PLATS FOR SCIOTO RESERVE SECTION 4, PHASE 10 AND GENOA FARMS SECTION 3, PHASE B; PLANS FOR WALNUT WOODS SECTION 2, PHASES A & B, STREET AND STORM IMPROVEMENTS FOR BIG WALNUT ROAD, WOODLAND GLEN SECTION 1 AND STORM AND DITCH SETBACK IMPROVEMENTS FOR LIBERTY ROAD AND DITCH MAINTENANCE PETITION FOR SCIOTO RESERVE SECTION 4 PHASE 10:

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

Scioto Reserve Section 4, Phase 10

Situated In The State Of Ohio, County Of Delaware, Township Of Concord, Lying In Section 2, Township 3 North, Range 19 West, United States Military District, Containing 21.583 Acres, More Or Less, With 13.746 Acres In Farm Lot 28, And 7.837 Acres In Farm Lot 31, And Including 4.092 Acres Of Right-Of-Way Area. Being Out Of The 221.136 Acre Tract Conveyed To Home Road Ltd, By Deed Of Record In Official Record 672, Page 284, Records Of The Recorder's Office Delaware, County, Ohio. Cost \$180.00.

Genoa Farms Section 3, Phase B

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, Section 2, Township 3, Range 17, United States Military District, Lying In Farm Lot 10, Containing 21.971 Acres, More Or Less, Including 2.601 Acres Of Right-Of-Way Area. Said 21.971 Acres Being Out Of The 27.227 Acre Tract Conveyed To Dominion Homes, An Ohio Corporation, By Deed Of Record In Official Record 86, Pate 2435, Records Of The Recorder's Office, Delaware County, Ohio. Cost \$120.00.

Walnut Woods Section 2, Phases A & B

Street, Storm and Waterline Improvements, Delaware County, Orange Township, Ohio, Part Of Farm Lots 2 & 3, Quarter Township 1, Township 3, Range 18, United States Military Lands. No Cost.

Street And Storm Improvements For Big Walnut Road

Street And Storm Improvements, Delaware County, Orange Township, Ohio, Part Of Farm Lots 2 & 3, Quarter Township 1, Township 3, Range 18, United States Military Lands. No Cost.

Street And Storm Improvements For Woodland Glen Section 1

Situated In Section 1, Township 3, Range 19, United States Military Lands, Liberty Township Delaware County, Ohio. No Cost.

Storm And Ditch Setback Improvements For Liberty Road

Situated In Section 1, Township 3, Range 19, United States Military Lands, Liberty Township Delaware County, Ohio. No Cost.

Ditch Maintenance Petition- Scioto Reserve Section 4 Phase 10

We the undersigned owners of 21.52 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as **Scioto Reserve Section 4 Phase 10** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Scioto Reserve Section 4 Phase 10** Subdivision.

The cost of the drainage improvements is \$ 146,745.50 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Sixty (60) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,445.76 per lot. An annual maintenance fee equal to 2% of this basis \$48.92 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$2,934.91 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

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

RESOLUTION NO. 03-718

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR VILLAGES AT ALUM CREEK SECTION 7; HARBOR POINT SECTION 4; WILLOW SPRINGS NORTH SECTION 2; CVS PHARMACY SELDOM SEEN DRIVE APPROACH; LIBERTY ROAD WIDENING FOR WOODLAND GLEN; MYER'S GLEN; WOODLAND GLEN AND NORTH ORANGE SECTION 1, PHASE 2, PART B:

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

Villages At Alum Creek Section 7

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made and entered into this 9th day of June 2003, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **M/I SCHOTTENSTEIN HOMES**, hereinafter called the **SUBDIVIDER**, as evidenced by the Pre-Grading Plan for "**VILLAGES AT ALUM CREEK SECTION 7**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to perform said work 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 post a bond in the amount of \$277,832 payable to the Delaware County Commissioners to ensure the performance of said work.
4. The **SUBDIVIDER** shall deposit **TWELVE THOUSAND SIX HUNDRED TWENTY-EIGHT DOLLARS** 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**.
5. The **SUBDIVIDER** is to complete all work to the satisfaction of the **COUNTY**.
6. 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.
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.

Harbor Point Section 4

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made and entered into this 9th day of June 2003, by and between the **COUNTY OF**

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DELAWARE (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **M/I SCHOTTENSTEIN HOMES**, hereinafter called the **SUBDIVIDER**, as evidenced by the Pre-Grading Plan for "**HARBOR POINT SECTION 4**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to perform said work 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 post a bond in the amount of \$150,260 payable to the Delaware County Commissioners to ensure the performance of said work.
4. The **SUBDIVIDER** shall deposit **SIX THOUSAND EIGHT HUNDRED THIRTY DOLLARS** 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**.
5. The **SUBDIVIDER** is to complete all work to the satisfaction of the **COUNTY**.
6. 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.
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.

Willow Springs North Section 2

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made and entered into this 9th day of June 2003, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **M/I SCHOTTENSTEIN HOMES**, hereinafter called the **SUBDIVIDER**, as evidenced by the Pre-Grading Plan for "**WILLOW SPRINGS NORTH SECTION 2**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to perform said work 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 post a bond in the amount of \$137,734 payable to the Delaware County Commissioners to ensure the performance of said work.
4. The **SUBDIVIDER** shall deposit **SIX THOUSAND TWO HUNDRED SIXTY DOLLARS** 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**.
5. The **SUBDIVIDER** is to complete all work to the satisfaction of the **COUNTY**.
6. 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.
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**.

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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.

CVS Pharmacy Seldom Seen Drive Approach

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made and entered into this 9th day of June 2003, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **SKILKEN D.S., LLC**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**CVS PHARMACY SELDOM SEEN DRIVE APPROACH**" 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** is to cause to be delivered an irrevocable letter of credit or other approved financial warranties in the amount of **TWENTY THOUSAND EIGHTY-FIVE DOLLARS (\$20,085)** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".
4. The **SUBDIVIDER** shall deposit **ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600)** 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**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. 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.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2004**.
8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on Seldom Seen Road 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**".
9. 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.
10. 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**.
11. 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**.
12. 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.

Liberty Road Widening For Woodland Glen

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made and entered into this 9th day of June 2003, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **WOODLAND GLEN LLC**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**LIBERTY ROAD WIDENING FOR WOODLAND GLEN**" 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** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **SEVENTY-EIGHT THOUSAND SIX HUNDRED DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".

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4. The **SUBDIVIDER** shall deposit **SIX THOUSAND TWO HUNDRED EIGHTY DOLLARS** 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**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. 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.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2003**.
8. 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"**.
9. 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.
10. 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**.
11. 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**.
12. 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.

Myer's Glen

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 9th day of June 2003, between **FRANK GOODE**, as evidenced by the **MYER'S GLEN** 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 5/1/03, 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 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 **TEN THOUSAND SIX 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,

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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.

Woodland Glen

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 9th day of June 2003, between **WOODLAND GLEN LLC** as evidenced by the **WOODLAND GLEN** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 5/19/03, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

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

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

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

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within this subdivision.

ROADWAY AND STORM DRAINAGE

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

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

North Orange Section 1, Phase 2, Part B

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 9th day of 2003, between **PLANNED COMMUNITIES, INC.** as evidenced by the **NORTH ORANGE SECTION 1, PHASE 2, PART B** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 4/21/03, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

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

ROADWAY AND STORM DRAINAGE

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

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

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

RESOLUTION NO. 03-719

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IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR WOODS ON SELDOM SEEN PHASE 3, SECTION 2:

It was moved by Mr. Jordan, seconded by Mr. Ward to release bonds and letters of credit and accept roads within the following:

Woods on Seldom Seen-Phase 3, Section 2

The roadways to be accepted are as follows:

- An addition of 0.16 mile to **Township Road Number 472, Filiz Lane**
- An addition of 0.31 mile to **Township Road Number 1274, Bakiray Lane**
- **Menderes Drive**, to be known as **Township Road Number 1354**

The Engineer recommends that 25 mile per hour speed limits be established throughout the project.

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

RESOLUTION NO. 03-720

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR WOODS ON SELDOM SEEN PHASE 3, SECTION 2:

It was moved by Mr. Jordan, seconded by Mr. Ward to establish stop conditions for the following:

Stop Conditions – Woods on Seldom Seen Phase 3, Section 2

- On Township Road Number 472, Filiz Lane, at its intersection with Township Road Number 1354, Menderes Drive
- On Township Road Number 1354, Menderes Drive, at its intersection with Township Road Number 1274, Bakiray Lane

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

RESOLUTION NO. 03 -721

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

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

Permit #	Applicant	Location	Type of Work
U03049	American Electric Power	South Old State	Relocate existing pole
U03074	Verizon	Smart Road	Place buried cable
U03075	Suburban Natural Gas	Dorshire/Braymore/Grandmere Dr.	Lay gas line
U03077	Verizon	Worthington Road	Place aerial and buried cable

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

RESOLUTION NO. 03-722

IN THE MATTER OF GRANTING AN ADDITIONAL EXTENSION TO THE DATE OF COMPLETION TO OURS EXCAVATING FOR THE DELAWARE RUN DITCH IMPROVEMENT PROJECT:

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

Delaware Run Ditch Improvement

Due to the extreme amount of rainy days and the expanded scope of work for the referenced project, Ours Excavating has requested an additional extension of time for completion of this project from May 30, 2003 to June 14, 2003. As the Engineer feels this request is justified, he request approval to extend the Contract for this project until June 14, 2003.

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

RESOLUTION NO. 03-723

IN THE MATTER OF ACCEPTING A HOMELAND SECURITY GRANT FOR THE DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY:

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

WHEREAS, the Delaware County Emergency Management Agency (DCEMA) is eligible to receive a Homeland Security Grant of \$135,250.00 for FY2003, and;

WHEREAS, these grant funds will provide the DCEMA with the capability to purchase \$121,000.00 of equipment and \$14,250.00 to administer the grant for the protection of all Public Safety personnel who may deal with Chemical, Biological, Radiological or Nuclear Energy (CBNRE) incidents, and;

WHEREAS, these Federal funds were identified following the Terrorist events of "9/11" specifically for use at the local level;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve acceptance of this grant award by DCEMA for a total amount of \$135,250.00 for the purpose of improving the overall response capability within the County to CBRNE incidents.

BE IT FURTHER RESOLVED: That the Board of County Commissioners approve the appropriation of these funds as follows:

Account 21511315	-	5450	-	\$50,000.00
		5250	-	\$34,250.00
		5260	-	\$51,000.00

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 Absent Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 03-724

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS VILLAGE AT POWELL PHASE 1:

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

Village At Powell Phase 1 1,009 feet of 8 inch sewer 7 manholes

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

RESOLUTION NO. 03-725

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR MURPHY PARK SECTION 4:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve sanitary sewer plan for Murphy Park Section 4 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 03-726

IN THE MATTER OF APPROVING AN EASEMENT PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND PAUL C. SMITH:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 9th day of June 2003, by and between Paul C. Smith, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Plat. (Available in the Sanitary Engineer Department).

The purchase price of said Easement is Twenty Four Thousand Three Hundred and Sixty Seven Dollars (\$24,367.00), (\$9,700.00 for land and \$14,667.00 for tree replacement) and One (1) sanitary sewer capacity fee

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(\$5,900.00) to be paid upon the execution of the Deed of Easement.

Additionally, the BUYER agrees to the following: 1) grass and topsoil to be restored to pre-construction conditions (minus tree replacement), 2) replace and/or repair electric line from house to backyard if damaged by sewer construction.

This transaction is to be closed at the SELLERS convenience, on or before June 10, 2003 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate. (Available in the Sanitary Engineer Department).

Further Be It Resolved, that the Commissioners approve a Purchase Order Request and Voucher in the amount of \$30,267.00 to Paul C. Smith (Key # 65511918-5401).

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

RESOLUTION NO. 03-727

IN THE MATTER OF ACCEPTING THE REPORT OF THE ORANGE TOWNSHIP ENTERPRISE ZONE TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE PROGRAM FOR PROGRAM YEAR 2002 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

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

WHEREAS, the Delaware County Commissioners, with the consent of the Orange Township Trustees, have designated areas of Orange Township 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 Orange Township 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 18, 2003 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, Orange Township 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 2002, and the recommendations of the TIRC, by March 31, 2003 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 18, 2003 as summarized on the attached Program Year 2002 Enterprise Zone Program Summary report for Orange Township - Zone Number 247, 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

2002 Ohio Enterprise Zone Program Summary 3/25/03
Zone Number: 247
Zone Name: Orange Township

<u>Name of Company</u>	<u>Location</u>	<u>NAISC Code</u>	<u>Date of Agreement</u>	<u>Expiration Date</u>
Microcom Corp.	8220 & 8250 Green Meadows	3577	2/10/00	12/31/12
Sarcom, Inc. (#2)	8337 Green Meadows Dr.	5045	5/19/97	12/31/11
Airwaves	7787 Graphics Way	2752	6/19/95	12/31/06
Digital Storage, Inc.	7611 Green Meadows Dr.	5008	9/30/96	12/31/06

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Volvo Parts N. Am.	8355 Highfield Drive	3533	4/21/97	12/31/09
Accel, Inc.	8133 Highfield Drive	3999 & 2389	9/11/00	12/31/13
Schol. Book Fairs	459 OrangePoint Drive	5110	3/8/01	12/31/14
NexTech Materials	404 Enterprise Drive	3253	12/19/02	12/31/13
TOTAL				

Chart #1 Continued

	Existing Baseline Employment		Did Enterprise Close or Reduce Employment at Other Location	EZ Agreement Job Commitment		Job Creation Period
	At Site	In Ohio	Yes or No	Create	Retain	(Yrs.)
	Microcom Corp.	0	39	no	15	0
Sarcom, Inc. (#2)	98	671	yes	225	125	36
Airwaves	0	165	yes	25	165	36
Digital Storage, Inc.	0	39	yes	30	39	36
Volvo Parts N. Am.	120	120	yes	50	120	36
Accel, Inc.	0	215	yes	200	215	36
Schol. Book Fairs	0	161	yes	38	41	36
NexTech Materials	0	20	yes	20	13	36
TOTAL	218	1391		588	718	

Chart # 2

Name of Company	Enterprise Zone Commitment		EZ Agreement Payroll		Tax incentives % and # years	
	Real	Personal	Baseline Payroll	Project Payroll	Real	Personal
	Microcom Corp.	\$3,500,000	\$1,373,000	\$0.00	\$400,000	50% / 10 yr.
Sarcom, Inc. (#2)	\$2,700,000	\$11,750,000	\$2,500,000	\$6,750,000	56% / 10 yr.	28% / 10 yr.
Airwaves	\$2,700,000	\$3,450,000	\$0.00	\$475,000	82% avg./9 yr.	0% / 0 yr.
Digital Storage, Inc.	\$2,000,000	\$11,110,000	\$0.00	\$750,000	50% / 10 yr.	50% / 10 yr.
Volvo Parts N. Am.	\$300,000	\$44,010,000	\$0.00	\$2,000,000	55% / 10 yr.	55% / 10 yr.
Accel, Inc.	\$7,100,000	\$900,000	\$3,800,000	\$3,500,000	50% avg. / 10 yr.	0% / 0 yr.
Schol. Book Fairs	\$5,252,823	\$9,589,000	\$870,000	\$796,000	30% / 10 yr.	50% / 10 yr.
NexTech Materials	\$350,000	\$2,300,000	\$700,000	\$1,000,000	0% / 0 years	42.5% / 8
TOTAL	\$20,402,823	\$83,109,000	\$7,870,000	\$15,271,000		

Chart #2 Continued

	Date of most recent TIRC Mtg	# Jobs as of 12-31-02		Projected site Employment 12-31-02	Payroll attributed to new Employment
		Created	Retained		
Microcom Corp.	3/7/02	0	33	33	\$0
Sarcom, Inc. (#2)	3/18/03	215	125	340	\$5,502,000
Airwaves	3/18/03	26	165	191	\$1,107,827
Digital Storage, Inc.	3/18/03	30	39	69	\$1,743,174
Volvo Parts N. Am.	3/18/03	130	120	250	\$3,992,000
Accel, Inc.	3/18/03	57	215	272	\$948,480
Schol. Book Fairs	3/18/03	11	41	52	\$202,384
NexTech Materials	3/18/03	3	13	16	\$156,413
TOTAL		472	718	1190	\$13,652,278

Chart #3

Name of Company	CUMULATIVE TAXES PAID AT		PROJECT SITE		THRU	12-31-02
	Actual investment		Real Property 2002	Taxes paid Total		
	Level as of Real	12-31-02 Personal				
Microcom Corp.	\$2,931,840	\$653,249	\$41,693	\$42,013	\$0.00	\$0.00
Sarcom, Inc. (#2)	\$3,015,000	\$12,729,000	\$67,678	\$113,564	\$42,350	\$154,968
Airwaves	\$3,156,416	\$7,297,146	\$10,596	\$90,283	\$46,137	\$258,486
Digital Storage, Inc.	\$2,270,205	\$14,729,280	\$21,739	\$77,132	\$15,445.00	\$56,469.00

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Volvo Parts N. Am.	\$715,973	\$59,407,174	\$9,100.00	\$18,000.00	\$9,100.00	\$18,000.00
Accel, Inc.	\$8,728,652	\$2,711,604	\$28,297	\$43,647	\$42,446.00	\$65,471.00
Schol. Book Fairs	\$6,990,353	\$6,032,203	\$50,495	\$50,495	\$51,448.00	\$0.00
NexTech Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$24,876,599	\$102,906,407	\$187,905	\$393,121	\$206,926	\$553,394

Chart # 3 Continued

Name of Company	Personal Property Taxes Paid		Personal Property Taxes Paid		TIRC most Recent Recommendation	Local Government Action on Recommendation
	2002	Total	2002	Total	Recommendation	Recommendation
Microcom Corp.	\$42,390	\$90,862	\$8,007	\$8,007	Terminated	Pending
Sarcom, Inc. (#2)	\$97,805	\$337,323	\$13,262	\$155,548	Continue	Pending
Airwaves	\$76,367	\$417,448	\$0.00	\$0.00	Continue	Pending
Digital Storage, Inc.	\$11,017	\$204,924	\$0	\$39,962	Continue	Pending
Volvo Parts N. Am.	\$58,000	\$545,000	\$58,000	\$545,000	Continue	Pending
Accel, Inc.	\$0.00	\$0.00	\$0.00	\$0.00	Continue	Pending
Schol. Book Fairs	\$0.00	\$0.00	\$0.00	\$0.00	Continue	Pending
NexTech Materials	\$0.00	\$0.00	\$0.00	\$0.00	Continue	Pending
TOTAL	\$243,189	\$1,504,695	\$71,262	\$740,510		

Chart #4

ORANGE TOWNSHIP TAX INCENTIVE REVIEW COUNCIL REPORT SUMMARY –
ENTERPRISE ZONE PROGRAM YEAR 2002

Job & Payroll Creation

Project	Date of Agreement	Date of Expiration	Job Creation Goal	Job Creation Results	% of Goal Achieved
Microcom	2/10/00	12/31/12	15	0	0.00%
Sarcom #2	5/19/97	12/31/11	225	215	95.56%
Airwaves	6/19/95	12/31/06	25	26	104.00%
Digital Storage	9/30/96	12/31/06	30	30	100.00%
Volvo Parts N. America	4/21/97	12/31/09	50	130	260.00%
Accel	9/11/00	12/31/13	200	57	28.50%
Scholastic Book Fairs	3/8/01	12/31/14	38	11	28.95%
NexTech Materials, Ltd.	12/19/02	12/31/13	20	3	15.00%
TOTALS			588	472	80.27%

Chart # 4 Continued

	Payroll Creation Goal	Payroll Creation Results	% of Goal Achieved
Microcom	\$400,000	\$0	0.00%
Sarcom #2	\$6,750,000	\$5,502,000	81.51%
Airwaves	\$475,000	\$1,107,827	233.23%
Digital Storage	\$750,000	\$1,743,174	232.42%
Volvo Parts N. America	\$2,000,000	\$3,992,000	199.60%
Accel	\$3,500,000	\$948,480	27.10%
Scholastic Book Fairs	\$796,000	\$202,384	25.43%
NexTech Materials, Ltd.	\$1,000,000	\$156,413	15.64%
TOTALS	\$15,271,000	\$13,652,278	89.40%

Chart #5

ORANGE TOWNSHIP TAX INCENTIVE REVIEW COUNCIL REPORT SUMMARY –
ENTERPRISE ZONE PROGRAM YEAR 2002

Investment

Real Property	Real Property	% of Goal	Personal Property	Personal Property	% of Goal
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<u>Project</u>	<u>Investment Goal</u>	<u>Investment Results</u>	<u>Achieved</u>	<u>Investment Goal</u>	<u>Investment Results</u>	<u>Achieved</u>
Microcom	\$3,500,000	\$2,931,840	83.77%	\$1,373,000	\$653,249	47.58%
Sarcom #2	\$2,700,000	\$3,015,000	111.67%	\$11,750,000	\$12,729,000	108.33%
Airwaves	\$2,700,000	\$3,156,416	116.90%	\$3,450,000	\$7,297,146	211.51%
Digital Storage	\$2,000,000	\$2,270,205	113.51%	\$11,110,000	\$14,729,280	132.58%
Volvo Parts N. America	\$300,000	\$715,973	238.66%	\$44,010,000	\$59,407,174	134.99%
Accel	\$7,100,000	8,728,652	122.94%	\$900,000	\$2,711,604	301.29%
Scholastic Book Fairs	\$5,252,823	\$6,990,353	133.08%	\$9,589,000	\$6,032,203	62.91%
NexTech Materials, Ltd.	\$350,000	\$0	0.00%	\$2,300,000	\$0	0.00%
TOTALS	\$20,402,823	\$24,876,599	121.93%	\$83,109,000	\$102,906,407	123.82%

Chart #5 Continued

	<u>Total Property Investment Goal</u>	<u>Total Property Investment Results</u>	<u>% of Goal Achieved</u>
Microcom	\$4,873,000	\$3,585,089	73.57%
Sarcom #2	\$14,450,000	\$15,744,000	108.96%
Airwaves	\$6,150,000	\$10,453,562	169.98%
Digital Storage	\$13,110,000	\$16,999,485	129.67%
Volvo Parts N. America	\$44,310,000	\$60,123,147	135.69%
Accel	\$8,000,000	\$11,440,256	143.00%
Scholastic Book Fairs	\$14,841,823	\$13,022,556	87.74%
NexTech Materials, Ltd.	\$2,650,000	\$0	0.00%
TOTALS	\$103,511,823	\$127,783,006	123.45%

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

RESOLUTION NO. 03-728

IN THE MATTER OF ACCEPTING THE REPORT OF THE DELAWARE COUNTY (LIBERTY/BERLIN TOWNSHIPS) TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE TAX INCREMENT FINANCING (TIF) AREA PROGRAM FOR PROGRAM YEAR 2002 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING THE GREIF BROS. TIF AGREEMENT:

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

WHEREAS, the Delaware County Commissioners have designated areas of Liberty Township and Berlin Township as a TIF, pursuant to the Ohio Tax Increment Financing (TIF) Act, which is contained in the Ohio Revised Code Sections 5709.77 through 5709.81, inclusive; and

WHEREAS, the purpose of the Delaware County TIF 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 TIF; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC), for the TIF met on March 21, 2003 and reviewed the status of each active TIF Agreement and made certain recommendations concerning action to either continue, modify, or terminate said Agreements; and

WHEREAS, Delaware County are required under Ohio Revised Code Section 5709.68 to submit an annual report regarding the status of each TIF Agreement, the results of each project during the TIF Program Year 2002, and the recommendations of the TIRC, by March 31, 2003 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 21, 2003 as summarized on the attached Program Year 2002 TIF Program Summary report for the Greif Bros. Project, 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

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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.

Ohio Tax Increment Financing (TIF) Programs 2002 Annual Status Report

1. Name of Local Jurisdiction and County: Liberty Twp./Berlin Twp. Delaware County
2. TIF type (circle One): County Municipal Township
3. Date Created (mm/dd/yy): 2/15/00
4. Identify affected Scholl District(s): Olentangy Local School District
5. Project Information/Name: The Park at Greif Bros.
6. Type of Project: C= Office Park (C=Commercial, I=Industrial, M=Mixed Use, R=Residential)
7. Type of Public Improvement: Roadway (Intersection with US 23 & Internal Roads), associated support improvements and utilities
8. Exemption %: 75 Exemption term: 10
9. Project Investment:

	Real Property	Personal Property (if applicable)
Project (at time of legislation)	<u>\$5,100,000</u>	<u>\$2,800,000</u>
Actual (as of 12/31/02)	<u>\$8,024,509</u>	<u>\$1,031,788</u>
10. Employment Information:

	Retained	Created
Projected (at time of legislation)	<u>30</u>	<u>100</u>
Actual (as of 12/31/02)	<u>54</u>	<u>73</u>
11. Dollar amount of service payments deposited into the TIF's tax increment equivalent fund:

In Calendar Year 2002 \$14,826

Cumulative (through 12/31/01) \$14,826 Year first payment made 2002
12. Expenditures of money from the tax increment equivalent fund for the public infrastructure associated with the TIF

In Calendar Year 2002 \$14,276.01

Cumulative (through 12/31/02): \$14,726.01 Year first expense paid: 2002
13. Date of most recent Tax Incentive Review Council (TIRC): 3/21/03
14. TIRC Recommendation (e.g.: compliance, non-compliance, etc.): _____

LIBERTY-BERLIN TOWNSHIPS (GREIF, INC.) TAX INCREMENT FINANCING (TIF) PROJECT REVIEW FORM:

1. Project Information:	2. Agreement:
Project Name: <u>The Park at Greif</u>	Execution Date: <u>2/15/00</u>
Parties to Agreement: Greif Inc.	Expiration Date: <u>9/8/09</u>
Project Location: 366 Greif Parkway	Enterprise Zone
Delaware, Ohio 43015	Agreement Number: <u>DC-00-01</u>
Parcel Number: 41944005008000	Amendment Dates: <u>12/17/01</u>
3. Investment:	Required Date Required Date
Investment Goals	Actual % of Goal for Completion for Completion

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<u>Property Type</u>	<u>Per Agreement</u>	<u>Exemption %</u>	<u>Exemption Term</u>	<u>2002 Results</u>	<u>Achieved</u>	<u>of Construction</u>	<u>of Acquisition</u>
Real Property	\$5,100,000	75%	10 years	\$8,024,509	157.34%	8/15/03	
Site Work	\$350,000						
Personal Property	\$2,800,000	0% - Fixtures	0 years	\$1,031,788	36.85%		8/15/03
Misc.	\$270,000						
Total Expenditures	\$8,520,000						
Total Real & Personal	\$7,900,000			\$9,056,297	114.64%		

4. Employment:	<u>Job Retention/ Creation Goal per Agreement</u>	<u>Annual Payroll Creation Goal Per Agreement</u>	<u>Total Employment At Project Site as of 12/31/02</u>	<u>% of Goal Achieved</u>	<u>Annual New Payroll At Project Site for 2002 & % Goal</u>	<u>Deadline for New Job Creation</u>	<u>Job Creation Schedule</u>
Baseline							
Existing/Retained Jobs	30	\$0.00	54	180.00%			
New Jobs	100	\$0	73	73.00%	\$6,500,000.00 #DIV/0!	5/24/04	n/a
Projected							
Total Employment	130	\$0	127	97.69%			

5. Other Obligations	<u>Obligation Per Agreement</u>	<u>2002 Results</u>
School Compensation	Annual Payment equal to the amount of real property tax revenue foregone in each year by the Olentangy Local School District as a result of the tax exemption set forth in the TIF Agreement	Current
Public Improvements	Construction of Greif Pkwy and Dempsey Drive Roadway Public Improvements	Completed

6. Property Taxes/Service Payments

In 2002:

Amount of Service Payments Deposited in Tax Increment Equivalent Fund	\$14,726
Expenditure from Tax Increment Equivalent Fund for Public Infrastructure	\$14,726

Cumulative over Life of Agreement:

Amount of Service Payments Deposited in Tax Increment Equivalent Fund	\$14,726
Expenditure from Tax Increment Equivalent Fund for Public Infrastructure	\$14,726
Total Due in Tax Increment Equivalent Fund by 9/9/09	\$398,000

7. Comments:

Original TIF Amount: \$350,000
Amended TIF Amount: \$398,000

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8. Recommendation to TIRC:

Continue the Agreement for another year.

9. TIRC Recommendation:

Continue the Agreement for another year.

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

RESOLUTION NO. 03-729

IN THE MATTER OF REVISING THE JAIL FEASIBILITY STUDY:

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

Whereas, Resolution 03-581 adopted by the Delaware County Board of County Commissioners approved a Jail Feasibility Study to review three options for the Delaware County Jail, and

Whereas, the Board of County Commissioners desires to expand the Study to include a conventional built addition to the Delaware County Jail

THEREFORE BE IT RESOLVED by the Board of Commissioners of Delaware County that the Delaware County Commissioners authorize a revision to Bovis Lend Lease, Inc. to provide additional professional services required within the Delaware County Jail Feasibility Study to include a conventional built dormitory structure

Further be it resolved that the Board of Commissioners of Delaware County appropriate an additional \$1,000.00 to account 40411414-5410 to expand the feasibility Study.

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

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners