

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD APRIL 8, 2004

**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, James D. Ward

**PUBLIC COMMENT**

**RESOLUTION NO. 04-433**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 5, 2004 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 April 5, 2004 as contained in the county's official electronic recordings of the proceedings.

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

**RESOLUTION NO. 04-434**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR047 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR047:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR047, memo transfers in batch numbers MTAPR047 and Purchase Orders and Vouchers as listed:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
<b>Increases</b>			
Cottingham Paper Co. Inc.	Cleaning Supplies/Del. Offices	10011105-52222201	\$ 4,000.00
Nixon, Richard & Maudella	Board & Care	22511607-5350	\$ 5,600.00
Kids Academy	Day Care	22411606-5348	\$ 2,500.00
Toddler Inn	Day Care	22411606-5348	\$ 25,000.00
Delaware Christian	Day Care	22411606-5348	\$ 3,000.00
<b>Vouchers</b>			
Toddler Inn Child Care	Day Care	22411606-5348	\$ 11,513.00
Villa Angela Care Center	Cluster/Residential Treatment	22511608-5342	\$ 10,075.00
Air Force One	Cooling System	40111402-5410	\$ 17,990.00
CEBCO	April Premiums & Claims	60211902-537037030	\$ 539,428.70
Liberty Twp Fire Dept	Runs for Mar/04	10011303-5345	\$ 5,064.00
Prudential Group Life & Disability	Mar 04 Premiums	60211902-5370	\$ 5,201.91
Otis Elevator Co.	Serv Contract/140 N. Sandusky	10011105-5325	\$ 11,758.96
RCC Consultant	Professional Service	40211408-5301	\$ 24,640.50
Village of Ashley	Right of Way Streetscape	23111709-5365	\$ 15,750.00
Scott, Scriven & Wahoff	Legal Services	75110902-5301	\$ 5,014.17
Marathon Ashland Petroleum	Del Cty Facilities Management	10011106-522822801	\$ 7,412.09
Regional Planning	Sewer Master Plan/	65211919-5301	\$ 125.42

**MEMO TRANSFER**

<b>TO:</b>	<b>FROM:</b>	<b>Description</b>	<b>Amount</b>
Facilities	Job and Family Services	Postage	\$ 6,735.21

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

**RESOLUTION NO. 04-435**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE CLERK OF COURTS OFFICE:**

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

<b>Supplemental Appropriation</b>	<b>AMOUNT</b>
24820101-5450                      Title Administration/Machinery & Equipment	\$ 5,500.00

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

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**RESOLUTION NO. 04-436****IN THE MATTER OF AUTHORIZING ENTERING INTO AN ESCROW AGREEMENT WITH ABSOLUTE IMPRESSIONS, INC. AND VIGAR /HAMILTON PROPERTIES, LLC:**

It was moved by Mr. Ward, seconded by Mr. Jordan to authorize the use of Delaware RLF Funds for Absolute Impressions, Inc.:

WHEREAS, Delaware County has established a Revolving Loan Fund (RLF) capitalized with the payback from Community Development Block Grant (CDBG) loans to local eligible businesses; and

WHEREAS, the Delaware County RLF is intended to facilitate the implementation of job-creating projects that would not go forward without RLF participation; and

WHEREAS, the County's RLF Loan Review Committee has reviewed the application and supporting documentation for the Absolute Impressions, Inc. Acquisition Project and has recommended RLF participation in same; and

WHEREAS, \$4,500 of RLF funds and \$4,500 of funds from **Absolute Impressions, Inc.** (the Company) and **Vigar/Hamilton Properties, LLC** (Holding Company), for a total of \$9,000, have been designated for various capital improvements to the facility at 281 Enterprise Drive, Lewis Center, Ohio on Delaware County Tax Parcel Number 31834203008000281 (project site real estate location); and

WHEREAS, this \$9,000 is to be placed in an escrow account in order to assure proper expenditure of the RLF loan funds and equity funds on the capital improvements agreed upon in the legally binding loan documents for the **Absolute Impressions, Inc. and Vigar/Hamilton Properties, LLC Acquisition and Capital Improvements RLF Project**.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT RESOLVED that the Delaware County Board of Commissioners, does hereby authorize entering into an escrow agreement with **Absolute Impressions, Inc.** (the Company) and **Vigar/Hamilton Properties, LLC** (Holding Company) to assure the proper expenditure of the RLF loan funds and equity funds on the capital improvements agreed upon in the legally binding loan documents for the **Absolute Impressions, Inc. and Vigar/Hamilton Properties, LLC Acquisition and Capital Improvements RLF Project**. This Escrow Agreement shall be in the following form:

**DELAWARE COUNTY REVOLVING LOAN FUND PROGRAM  
ESCROW FOR COMPLETION AGREEMENT**

THIS AGREEMENT, made and entered into this April 8th, 2004 by and between **Vigar/Hamilton Properties, LLC**, an Ohio limited liability company (hereinafter referred to as the "Borrower") and **Delaware County, Ohio**, a political subdivision of the State of Ohio, duly authorized and validly existing under and by virtue of the laws thereof, (hereinafter referred to as the "Lender") and **Title First Agency, Inc.** 555 S. Front Street, Ste 400, Columbus, Ohio, 43215, (hereinafter referred to as "Escrow Agent");

WHEREAS, the undersigned Borrower and Lender (hereinafter sometimes referred to as the "Parties") desire to deposit certain money and documents with the Escrow Agent related to the purchase and sale of certain real property and certain capital improvements to the premises being described as follows:

For legal description of the premises, see Exhibit "A" attached hereto and by reference made a part hereof.

AND WHEREAS, the following described conditions remain to be completed or performed:

**Future Construction Work**

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other goods and valuable consideration, the receipt of which is acknowledged, and of mutual covenants herein set forth, it is agreed as follows:

1. Borrower hereby deposits **\$9,000.00** (\$4,500.00 from the Borrower and \$4,500.00 from the Delaware County Revolving Loan Fund (RLF)) and the following documents (hereinafter referred to as "Deposit") with Escrow Agent to be disbursed in accordance with the terms of this Agreement as follows:
  - a. The construction work covered by this agreement and for which the deposited amount shall apply shall include the following Capital Improvements to the premises: Upgrading and replacement of carpeting in the boardroom and reception areas of the premises; installation of new electrical wiring and outlets in the building to facilitate the use of machinery and equipment at the premises; sealing the floors in the warehouse at the

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- premises with epoxy paint; and installing electrical cables and wiring associated with the networking of the business' computer system at the premises.
- b. Prior to the disbursement of any Deposits, the Borrower shall submit an affidavit clearly indicating that the Construction Work performed is consistent with the allowable Capital Improvements listed in the above Section 1. a. of this Agreement, with copies of paid invoices attached to said affidavit, to the Lender for approval. No funds shall be disbursed without the written approval of the Lender. In addition, the Borrower agrees to submit to the Lender, prior to any disbursements, copies of at least three (3) quotes from contractors for each of the Capital Improvements listed in the above Section 1. a. of this Agreement and justification as to how the Borrower determined that the contractor chosen for each Capital Improvement represented the lowest and best bidder for said Construction Work. The Borrower further agrees to utilize and comply with all applicable prevailing wage rates and labor standards and compliance with Section 570.605; Labor Standards of the regulations published by the Federal Department of Housing and Urban Development (HUD) for Community Development Block Grants; Federal Davis Bacon Labor Standards where required; and any other applicable federal or state law.
  - c. All eligible Capital Improvements to the premises shall be completed no later than May 1, 2006. At that time or upon completion of the eligible Capital Improvements, any funds remaining in said Escrow Account shall be reimbursed to the Lender and Borrower no later than June 1, 2006. Said remaining funds shall be reimbursed equally with 50% of the funds going to each party. Funds returned to the Lender shall be applied to the Borrower's outstanding RLF Loan principal amount.
2. In the event a dispute arises regarding the above described conditions, Borrower and Lender agree that Escrow Agent is to release the Deposit as follows:
    - a. Escrow Agent shall follow any joint written instructions concerning the Deposit from Lender and Borrower or any instructions from a court of competent jurisdiction.
    - b. Either Lender or Buyer may give notice to the other and to the Escrow Agent that such party is entitled to the Deposit under the terms of the Agreement. The other party shall have ten (10) days after it is served with that notice to notify the Escrow Agent that it disputes the disbursement of the Deposit. If the other party does so dispute the disbursement of the Deposit by notice to the Escrow Agent within the ten (10) day period, then the Escrow Agent shall continue to hold the Deposit until it receives a joint instruction from both Lender and Borrower or instruction (by order) from a court of competent jurisdiction. If the other party does not dispute the disbursement of the Deposit within the ten (10) day period, then the Escrow Agent shall disburse as requested by the party claiming entitlement to the same.
  3. The Escrow Agent shall hold all funds specified herein in an interest-bearing account, the proceeds of which shall accrue to Escrow Agent as partial consideration for its services rendered hereunder.
  4. The parties hereby agree that in the event that the Escrow Agent is required to respond to any court action without fault of the Escrow Agent, then the Escrow Agent shall be reimbursed for all costs and expenses (including reasonable attorney fees) all of which shall be paid by the Borrower unless otherwise ordered by a court in said action.
  5. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Escrow Agreement, and the Escrow Agent shall not be liable except for the performance of the duties and obligations specifically set forth in this Escrow Agreement. In addition: (a) the Escrow Agent shall not be responsible in any manner and the Borrower will reimburse and indemnify the Escrow Agent for, and hold it harmless against, any loss, liability or expense including but not limited to, reasonable attorneys' fees arising out of or in connection with its acceptance of or performance of its duties and obligations under this Escrow Agreement and the reasonable costs and expenses of defending any claim or liability arising out of, or relating to, this Escrow Agreement; (b) the Escrow Agent shall not be liable for any error in judgment or any act done or step taken or omitted by it in good faith or for any mistake in fact or law.

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

**RESOLUTION NO. 04-437**

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

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

Daniel Maurer has accepted the Telecommunications Office II position with the EMS/911 Department; effective date April 26, 2004.

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Amy Tormasi has accepted the Telecommunications Office I position with the EMS/911 Department; effective date April 19, 2004.

John Tracy's Position as an Executive Level 1 has been re-classified; effective date April 10, 2004, with the probationary period ending August 7, 2004.

Joseph Smith has retired as an Operator from the Olentangy Environmental Control Center; effective date March 30, 2004.

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

**RESOLUTION NO. 04-438**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:**

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

<b>Supplemental Appropriation</b>	<b>Amount</b>
67011914-5801                            Sanitary Eng Cap Fund/Transfers	\$ 745,990.00
50111117-5720                            Bond Retirement/Interest	\$ 70,990.00
50111117-5725                            Bond Retirement/Principal	\$ 675,000.00
<b>Transfer of Funds</b>	
<b>From</b>	<b>To</b>
67011914-5801                            Sanitary Eng Cap Fund/Transfers	50111117-4601                            Bond Retirement/Interfund Revenue
	\$ 745,990.00

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

**RESOLUTION NO. 04-439**

**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 9:50AM.

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

**RESOLUTION NO. 04-440**

**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 10:05AM.

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

**RESOLUTION NO. 04-441**

**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 10:15AM.

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

**RESOLUTION NO. 04-442**

**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 2:00PM.

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

There being no further business the meeting adjourned.

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Kristopher W. Jordan

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Deborah B. Martin

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James D. Ward

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Letha George, Clerk to the Commissioners