

**COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 3, 2004**

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

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

12:00 PM Date And Time For Receipt Of Statements Of Qualifications (SOQ) From Experienced Environmental/Engineering Firms To Assist The County In Necessary Environmental/Architectural/Archeological Surveys And Borings For Twelve Radio Tower Sites Associated With The Countywide 800 MHZ System

7:30 PM Public Hearing For Consideration Of The Scott #604 And Dutcher #477 Ditch Petition Filed By Berlin Township Trustee Dennis Fisher And Others

PUBLIC COMMENT

RESOLUTION NO. 04-536

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 29, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held April 29, 2004 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 04-537

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0430 AND MEMO TRANSFERS IN BATCH NUMBERS MT0430:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR0430, memo transfers in batch numbers MT0430 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Emergency Med Products	Supplies Mass Casualty Trailer	21511315-5243	\$ 10,111.88
Increase			
Brammer; Celeste	Public Defender	1001122-5301	\$ 10,000.00
Vouchers			
BWC State Insurance Fund	2004 Workers Comp. Premium	75110902-537037025	\$ 312,598.97
RCC Consultants	Microwave/Towers ITB	40211408-5301	\$ 14,580.00
RCC Consultants	Radio Frequency Analysis	40211408-5301	\$ 3,250.00
Council for Older Adults	Service Contract	22411606-5348	\$ 12,066.75

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

RESOLUTION NO. 04-538

IN THE MATTER OF CHANGING THE COMMISSIONERS' SESSION FOR MAY 13, 2004 TO MAY 12, 2004 AT 8:30AM:

It was moved by Mr. Ward, seconded by Mr. Jordan to change The Commissioners' Session for May 13, 2004 to 8:30AM May 12, 2004. (Seminar in Union County on May 13th).

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

RESOLUTION NO. 04-539

IN THE MATTER OF CHANGING THE COMMISSIONERS' SESSION FOR MAY 31, 2004 TO JUNE 1, 2004 AT 9:00AM:

It was moved by Mr. Ward, seconded by Mr. Jordan to change The Commissioners' Session for May 31, 2004 to 9:00AM June 1, 2004. (Holiday May 31, 2004).

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

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RESOLUTION NO. 04-540**IN THE MATTER OF CANCELING THE JUNE 14, 2004 COMMISSIONERS' SESSION:**

It was moved by Mr. Ward, seconded by Mr. Jordan to cancel the June 14, 2004 Commissioners' Session due to the County Commissioners' Summer Conference.

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

RESOLUTION NO. 04-541

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF A REQUEST TO VACATE A PORTION OF THE RIGHT OF WAY FOR AN EXTENSION OF WORTHINGTON ROAD IN ORANGE TOWNSHIP, OHIO:

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

Whereas on April 13, 2004, the Delaware County Commissioners received a petition filed by Attorney Robert E. Albright, for NP Limited Partnership, requesting to vacate a portion of the right of way for an extension of Worthington Road in Orange Township, Ohio.

General Description:

- 1) The Vacation Of Approximately 0.087 Acres Owned By Delaware County Located In Orange Township, Delaware County, And State Of Ohio That Has Been Dedicated Right Of Way For The Connection Of Worthington Road And Polaris Parkway, and
- 2) The Vacation Of Approximately 0.148 Acres Owned By The City Of Columbus Located In Orange Township, Delaware County, And State Of Ohio That Has Been Dedicated Right Of Way For The Connection Of Worthington Road And Polaris Parkway.

Therefore be it Resolved, the Delaware County Commissioners will on **Tuesday June 1, 2004, at 1:30PM** view the proposed vacation.

BE IT FURTHER RESOLVED, that on **Monday June 7th, 2004, at 8:00 PM**, at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the Public Hearing to consider said vacation.

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

RESOLUTION NO. 04 -542**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

Juvenile Court is requesting that Susan Bail-Hummel and Carolee Gilkey attend a Henschen User Meeting in Perrysburg, Ohio May 6, 2004, at the cost of \$30.00.

Juvenile Court is requesting that Eric Griffin attend a Rape and Sex Crimes Training at the Reynoldsburg Policy Department May 4 to 5, 2004, at the cost of \$225.00.

The EMS/911 Department is requesting that Bill Barks attend an Annual Metro Life Flight Critical Care Symposium in Westlake, Ohio May 13, 2004, at the cost of \$75.00.

The EMS/911 Department is requesting that 5 Paramedics attend a Pediatric EMS Conference in Columbus, Ohio May 7, 2004, at no cost.

The Environmental Services Department is requesting that Rick Varner attend the Ohio Water Environment Annual Conference in Columbus, Ohio June 22 to 24, 2004, at the cost of \$310.00.

The Court of Common Pleas is requesting that Kara Clark and Doug Missman attend a Management Training in Columbus, Ohio June 29, 2004, at the cost of \$258.00.

The Environmental Services Department is requesting that Janet Fawcett attend an Accounts Payable Workshop in Columbus, Ohio June 14, 2004, at the cost of \$209.00.

The Environmental Services Department is requesting that Jason Watts and Tom Compton attend a Plant

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Maintenance Seminar in Washington Court House May 10, 2004, at the cost of \$40.00.

The Auditor's Office is requesting an increase to Merrill Sheets's and Paul Howard's previously approve travel request for a Weights and Measures Conference in the amount of \$70.26.

The Environmental Services Department is requesting that Barry Bryant attend a Pretreatment Workshop in Columbus, Ohio May 11, 2004, at the cost of \$115.00.

The Environmental Services Department is requesting that Shawn Sellers attend a Fundamental of Construction Contract Seminar in Worthington, Ohio May 25, 2004, at the cost of \$289.00.

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

RESOLUTION NO. 04-543

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

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

Kenneth Rosenbaum	1 Class	\$494.00
Steve Savon	1 Class	\$1,260.00
Joseph Lee Farmer	1 Class	\$1,000.00

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

RESOLUTION NO. 04-544

IN THE MATTER OF RECOGNIZING MAY AS BETTER HEARING AND SPEECH MONTH:

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

**Proclamation by the
Delaware County Board of Commissioners
Recognizing May as Better Hearing and Speech Month**

WHEREAS, audiologist and speech-language pathologists in Delaware County observe and celebrate Better Hearing and Speech Month each year during the month of May; and

WHEREAS, the Delaware County Commissioners recognize and value the efforts of all who work to eliminate or minimize the isolating effects of communication disorders in the one in 10 families affected by them; and

WHEREAS, those citizens of Delaware County who have overcome their communication disabilities through the services of dedicated audiologists and speech-language pathologists should be recognized;

NOW BE IT RESOLVED, the Delaware County Board of Commissioners proclaim the month of May as Better Hearing and Speech Month, and we encourage all citizens to recognize the achievements of audiologist and speech-language pathologists in improving the quality of life for people with communication disorders.

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

RESOLUTION NO. 04-545

IN THE MATTER OF DECLARING MAY 9 THROUGH MAY 15 HIGHWAY RAILROAD CROSSING SAFETY WEEK IN DELAWARE COUNTY:

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

WHEREAS, The Delaware County Railroad Crossing Task Force is requesting the Commissioners declare May 9 through May 15, Highway Railroad Crossing Safety Week in Delaware County which is in coordination with the National Operation Lifesaver's Highway Railroad Crossing Safety Week; and

WHEREAS, Delaware County is in the final phase of completing a \$2.5 million dollar project to upgrade all crossings on the CSX-West Corridor to include lights and gates and pedestrian gates where warranted, where these tracks pass through the county starting at Liberty Street in Powell, and ending at Norton Road in Radnor Township; and

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WHEREAS, The Roberts Road crossing is being eliminated through a road realignment expected to be completed by July 31, 2004, completing the corridor project; and

WHEREAS, Delaware County currently has several railroad crossings located on the other two corridors (CSX and NS) that have no lights or gates; and

WHEREAS, Delaware County currently has a few crossings that have lights only; and

WHEREAS, 40% of all highway rail-crossing crashes that occurred in 2003 were at crossings with active warning devices, i.e. lights and gates; and

WHEREAS, 57% of all highway rail-crossing fatalities that occurred in 2003 were at crossings with active warning devices, i.e. lights and gates; and

WHEREAS, It is recognized that driving through a crossing when the warning devices are activated, lights are flashing and gates are down, is a violation of law; and

WHEREAS, The Delaware County Railroad Crossing Task Force conducts Operation Lifesaver awareness training at no charge for any group interested by calling (740) 833-2409; and

WHEREAS, "Anytime is Train Time" in Delaware County due to there being no set schedule for train traffic.

THEREFORE BE IT RESOLVED, the Delaware County Commissioners do hereby declare the week of May 9 through May 15 to be Railroad Crossing Safety Week in Delaware County.

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

RESOLUTION NO. 04-546

IN THE MATTER OF RECOGNIZING MAY AS FOSTER CARE MONTH IN DELAWARE COUNTY:

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

Foster Care Proclamation

Whereas, there is nothing more precious to our county than the healthy growth and development of our youth, who will determine the future and direction of the county

Whereas, the family, serving as the primary source of love, identity, self esteem and support, is the very foundation of our communities and our county

Whereas, in Delaware County there are 73 children and youth in foster care being provided for in a safe, secure and stable home environment

Whereas, Foster Families have opened their homes and expressed love and security to these children and have supported their birth families in meeting the goals necessary to reunify parents and children

Whereas, the success of Delaware's County foster care program depends upon the dedication of these citizens who choose to be part of the foster care network

Whereas, Foster Care Month is an appropriate opportunity to thank the families who take an often thankless responsibility of providing a home and family to children in need of affection, love and security and to support the efforts of those of who dedicate their time to children in, and leaving, foster care; and now therefore be it,

Resolved that We, the Commissioners of Delaware County do hereby proclaim May 2004 as Foster Care Month in Delaware County and we encourage citizens to volunteer their talents and energies on behalf of children in foster care, foster parents and the child welfare professional staff working in our county this month and throughout the year.

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

RESOLUTION NO. 04-547

IN THE MATTER OF APPROVING A PLAT FOR TARTAN FIELDS PHASE 18:

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

Tartan Fields Phase 18

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Situated In The State Of Ohio, County Of Delaware, Township Of Concord Lying In Virginia Military District, Survey Number 2546, Containing 7.711 Acres, More Or Less, Including 1.839 Acres Of Right-Of-Way Ares, Being All Of 7.711 Acre Tract Conveyed To NHG Development Group, Ltd. By Deed Of Record In Deed Book 671 Page 709, Records Of The Recorder’s Office, Delaware County, Ohio. Cost \$42.00.

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

RESOLUTION NO. 04-548

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR TARTAN FIELDS PHASE 18:

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

Tartan Fields Phase 18

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 2004 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$29,700** for the duration of the one year maintenance period. A Letter of Credit in that amount is available.

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

RESOLUTION NO. 04-549

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

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

Permit #	Applicant	Location	Type of Work
U04048	American Electric Power	Africa Road	Install & replace poles
U04050	Verizon	Home Road	Place aerial cables on existing poles
U04051	American Electric Power	Clark Shaw Road	Install new in-line pole
U04052	American Electric Power	Section Line Road	Replace existing poles
U04053	SBC	Sawmill Parkway	Dig 4’x8’ pit

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

RESOLUTION NO. 04-550

IN THE MATTER OF APPROVING ADDENDUM TO A SUBDIVIDER’S AGREEMENT WITH ONE POLARIS COMPANY, LLC FOR SOUTH OLD STATE ROAD:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following addendum to a subdivider’s agreement:

One Polaris Company, LLC

ADDENDUM TO SUBDIVIDER’S AGREEMENT

This Addendum to Subdivider’s Agreement made and entered into this 3rd day of May 2004 (the “Addendum”) clarifies and provides terms to the verbal agreement by and between the County of Delaware (“County”) and One Polaris Company, LLC (“Subdivider”) relative to Subdivider making improvements to South Old State Road (the “Agreement”).

BACKGROUND

- A. Subdivider is the owner of an 8.19± acre parcel of land located at the southeast corner of the intersection of Candlelite Lane and South Old State Road (the “Property”), which Property is generally depicted on Exhibit A attached hereto, which exhibit shows the Property as consisting of two sub-areas: “Subarea 1” being that portion of the Property already improved; and, “Subarea 2” being an undeveloped portion of the Property. (The parties acknowledge that the Property is in the process of being subdivided by plat which will result in Subarea 1 and Subarea 2 becoming separate lots.)
- B. Subdivider entered into the Agreement in conjunction with Subdivider’s development of the Property.
- C. Subdivider’s obligations under the Agreement have not been completed and remain obligations of

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Subdivider.

D. County desires to improve South Old State Road as a County road improvement project, which project, when completed, would make Subdivider’s obligation to improve South Old State Road unnecessary.

E. County and Subdivider desire to establish terms and conditions to the Agreement to address the change in circumstances occurring since the execution of the Agreement.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ADDENDUM

1. In lieu of constructing, installing or otherwise making improvement to South Old State Road, as shown on the Plan, Subdivider shall pay to County, Eighty Four Thousand Four Hundred Dollars (\$84,400) (the “Payment”), which Payment, when made, shall constitute full and complete satisfaction of Subdivider’s obligations under the Agreement.

2. Subdivider shall make the Payment to County upon the earlier of the following two events to occur:

- (a). The date that Subdivider or any other person or entity makes application for a building permit to construct a building on any portion of Subarea 2; or
- (b). The second anniversary date of the date of this Addendum.

As security for Subdivider’s obligation to pay the Payment, Subdivider shall provide an irrevocable letter of credit in the amount of the Payment, with expiration date being the second anniversary of the date of this Addendum, naming the Board of County Commissioners as beneficiary (the “Letter of Credit”). The Letter of Credit shall be substantially in the form as that Unconditional, Irrevocable, Letter of Credit attached hereto as Exhibit B.

3. Upon Subdivider’s execution of this Addendum and the County’s receipt of the fully-executed Letter of Credit, County shall terminate the Road Opening Bond No. 5731637, dated August 16, 2001, which bond was provided to the County by Subdivider pursuant to the Agreement (a copy of which is attached hereto is Exhibit C). (Exhibits available for review in the Engineer’s office)

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

RESOLUTION NO. 04-551

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN DELAWARE COUNTY AND THE CITY OF POWELL FOR COST SHARING OF SIGNALIZATION AT THE INTERSECTION OF SAWMILL PARKWAY AND SELDOM SEEN ROAD:

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

AGREEMENT FOR COST SHARING OF SIGNALIZATION AT THE INTERSECTION OF SAWMILL PARKWAY AND SELDOM SEEN ROAD.

WHEREAS, portions of the intersection of Sawmill Parkway and Seldom Seen Road in Delaware County are in the jurisdiction of the City of Powell and Delaware County and,

WHEREAS, both jurisdictions have determined that the signalization of the intersection is necessary and warranted and,

WHEREAS, a collective governmental effort will reduce the cost associated with the signalization of the intersection and by reason thereof the City of Powell (Powell) and Delaware County (The County) enter the following agreement:

1. The Project: The subject of this agreement is the installation of a traffic control device at the intersection of Sawmill Parkway and Seldom Seen Road and appurtenances and all of the costs associated with such signalization including engineering design, solicitation and advertisement for bids, review and approval of bids, and supervision of installation and the actual construction.

2. Obligations of the Parties: The County shall adopt the legislation authorizing the solicitation for bids above; authorizing the City in its behalf to accept the lowest responsive, responsible bid; provide its engineering expertise at no cost to the City if requested, including construction inspection services, cooperate with the City if required in execution of documents accepting the lowest responsive, responsible bid; pay one half of all costs associated with the signalization of the intersection of Sawmill Parkway and Seldom Seen Road

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within thirty (30) days of request of the City. It is anticipated that the City will request payment in at least two (2) installments after acceptance of the bid.

The City shall be responsible for obtaining engineering design; solicitation and advertisement for bids; acceptance of bids; assisting with supervision of construction of the signalization at the intersection; and generally serving as the lead agency in dealing with third parties regarding issues associated with the project.

Future maintenance of the signal will be the responsibility of the County, with the City and County sharing equally the associated costs of maintenance.

3. Time for Performance: The parties anticipate commencement of the work outlined in the project as soon as possible with completion of the work prior to the end of calendar year 2004 subject, however, to obtaining a satisfactory, successful bidder, availability of supplies, acts of God, and other matters beyond control of the parties.

4. Legislation: The parties mutually agree to adopt legislation ratifying the terms of this agreement and to provide each other with copies of such legislation. The County represents that such legislation adopting this agreement is the only legislation required of it to allow the City to move forward on the project. If for some reason additional legislation is required by either entity, the parties agree to schedule such special meetings as are necessary in order to facilitate the timely completion of the project.

5. Warranties: Warranties delivered by a successful bidder and any manufacturers of products utilized in the construction of the project shall benefit the City and County equally and neither the City nor the County makes any warranties to the other regarding the project.

6. Exchange of Information: City and County agree to freely exchange information associated with this project so that each party is aware of the status of engineering and design, solicitation and advertisement for bids, and the status of construction. Both the City and County agree to make information available in their respective files on the project available to the other during normal business hours.

This agreement constitutes the entire agreement between the parties and shall become effective upon adoption of legislation ratifying this agreement and there are no representations, either written or oral, upon which either party is relying which are not contained in this agreement.

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

RESOLUTION NO. 04-552

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR WOODLAND GLEN SECTION 2:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve sanitary sewer plan for Woodland Glen Section 2 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 04-553

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR NORTH POINTE MEADOWS SECTION 2; WALNUT CREEK AND KILLDEER MEADOWS SECTION 1:

It was moved by Mr. Ward, seconded by Mr. Jordan to accept the following Sanitary Subdivider's Agreements:

North Pointe Meadows Section 2

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 3rd day of May 2004, by and between **Maronda Homes, Inc.**, as evidenced by the **North Point Meadows Section 2** Plat filed with the Delaware County Recorder, Delaware County, Ohio, the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, and the Village Council of Galena, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$120,950.00 representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 41 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the

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sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

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 (\$71,000.00) 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 \$5,600.00 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 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

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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.

Walnut Creek

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 3rd day of May 2004, by and between **Maronda Homes, Inc.**, as evidenced by the **Walnut Creek Subdivision** Plat filed with the Delaware County Recorder, Delaware County, Ohio, the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, and the Village Council of Galena, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$97,350.00 representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 33 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

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 (\$275,665.00) 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 \$10,000.00 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

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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 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.

Killdeer Meadows Section 1

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 3rd day of May 2004, by and between HOMEWOOD CORPORATION, as evidenced by the KILLDEER MEADOWS SECTION 1 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:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$41,300.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 14 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

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 (\$119,000.00) 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

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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 \$9,520.00, 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 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.

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

RESOLUTION NO. 04-554

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND PAMELA VALERIE KNOWLTON FOR THE PERRY TAGGART SEWER IMPROVEMENT PROJECT:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 3rd day of May, 2004, by and between Pamela Valerie Knowlton., 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 a Permanent and Temporary Construction Easement, across the real estate described as detailed in Exhibit A.

The purchase price of the Easements equals the Temporary Easement at Fifteen Thousand Four Hundred Dollars (\$15,400.00) plus the Permanent Easement at Thirty Six Thousand Eight Hundred and Fifty Dollars (\$36,850.00) plus one sanitary sewer capacity fee (\$5,900.00) to be paid upon the execution of the Deed of Easement.

This transaction is to be closed at the SELLERS convenience, on or before May 14, 2004 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written and this AGREEMENT is to be binding upon the heirs, executors, administrators and assigns of the parties.

(Deed of Easement is available in the Delaware County Sanitary Engineer's Department).

Further Be It Resolved, that the Commissioners approve a Purchase Order Request and Voucher to Pamela Valerie Knowlton in the amount of \$58,150.00.

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

RESOLUTION NO. 04-555

7:30 PM - PUBLIC HEARING FOR CONSIDERATION OF THE SCOTT #604 AND DUTCHER #477 DITCH PETITION FILED BY BERLIN TOWNSHIP TRUSTEE DENNIS FISHER AND OTHERS:

It was moved by Mr. Ward, seconded by Mr. Jordan to open the hearing at 7:30PM.

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

RESOLUTION NO. 04-556

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE SCOTT #604 AND DUTCHER #477 DITCH PETITION FILED BY BERLIN TOWNSHIP TRUSTEE DENNIS FISHER AND OTHERS:

It was moved by Mr. Ward, seconded by Mr. Jordan to close the hearing at 8:00PM.

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

RESOLUTION NO. 04-557

IN THE MATTER OF DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE SCOTT #604 AND DUTCHER #477 DITCH PETITION FILED BY BERLIN TOWNSHIP TRUSTEE DENNIS FISHER AND OTHERS:

It was moved by Mr. Ward, seconded by Mr. Jordan to go forward with the project.

Whereas, on December 10, 2003, a Ditch Petition to purposed Scott #604 And Dutcher #477 Ditch was filed

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with the Delaware County Commissioners, and

Whereas, the Board of Commissioners of Delaware County on May 3, 2004, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the purposed Scott #604 And Dutcher #477 Ditch, and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board of Commissioners find the action is necessary, conducive to the public welfare, and the benefits exceed the estimated cost.

Therefore, Be It Resolved, The Delaware County Commissioners directs the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the purposed Scott #604 And Dutcher #477 Ditch. Said information to be presented to the Commissioners at the end of this process.

Further be it Resolved, upon receipt of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

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

RESOLUTION NO. 04-558

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING # 2 FOR THE 2004 COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP):

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

Whereas, a public hearing will be held on **Monday, May 24, 2004, at 9:45 am** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is needed to consider the application for the 2004 CHIP Grant.

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

RESOLUTION NO. 04-559

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 2003 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

It was moved by Mr. Ward, seconded by Mr. Jordan 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 9, 2004 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, and have submitted an annual report regarding the status of each Enterprise Zone Agreement, the results of each project during Enterprise Zone Program Year 2003, and the recommendations of the TIRC, by March 31, 2004 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 9, 2004 as summarized on the following Program Year 2003 Enterprise Zone Program Summary report for the City of Delaware - Zone Number 215 and as specifically noted for each Company in the Final Enterprise Zone Report for this Enterprise Zone Area, which is on file at the offices of the Delaware County Economic Development Department, 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.

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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.

2003 Ohio Enterprise Zone Program Summary

Zone Number: 215 Zone Name: City of Delaware

DELAWARE CHART # 1

<u>Name of Company</u>	<u>Location</u>	<u>SIC</u>	<u>Date of Agreement</u>	<u>Expiration Date</u>	<u>Existing Baseline Employment</u>	
					<u>At site</u>	<u>In Ohio</u>
Nat. Metal Shapes	425 S. Sandusky Street	3356	10/13/92	12/31/03	0	0
Nat. Met. Finishing	425 S. Sandusky Street	3499	9/18/98	12/31/06	0	0
General Castings #1	550 S. Liberty Road	3599	10/12/93	12/31/04	279	340
General Castings #2	550 S. Liberty Road	3599	9/6/96	12/31/06	337	612
Oberfields, Inc.	528 London Road	3272	12/23/93	12/31/03	31	0
Nippert Company #2	801 Pittsburgh Drive	3679	8/9/98	12/31/11	285	285
Nippert Company #3	801 Pittsburgh Drive	3679	4/29/02	12/31/14	234.5	234.5
DMI Distribution	1076 Pittsburgh Drive		11/30/95	12/31/07	0	41
Liebert Corp. #1	975 Pittsburgh Drive	3585	1/29/96	12/31/05	108	1276
Optimum Plastics #1	1188 S. Houk Road	3081	7/10/96	12/31/09	0	0
Optimum Plastics #2	1188 S. Houk Road	3081	4/25/00	12/31/12	27	27
Optimum Plastics #3	1188 S. Houk Road	3081	9/26/02	12/31/08	38	38
Gooseberry Patch #1	600 London Road		9/9/96	12/31/07	18	75
Gooseberry Patch #2	600 London Road		3/1/01	12/31/13	108	108
Jeg's Automotive	101 Jeg's Place		8/29/97	12/31/10	143	143
Midwest Acoust-A-F.	759 Pittsburgh Drive		11/10/97	12/31/08	12	12
Signstrut, Inc.	970 Pittsburgh Drive	326100	8/2/99	12/31/11	114.5	114.5
The Kroger Co.	2000 Nutter Farms Lane	326100	3/28/02	12/31/14	387	3948

DELAWARE CHART # 1 CONTINUED

	<u>Reduction of Employment at Other Location</u>	<u>EZ Agreement Job Commitment</u>		<u>Job Creation Period (Mos.)</u>
		<u>Yes or No</u>	<u>Create</u>	
Nat. Metal Shapes	yes	15	0	24
Nat. Met. Finishing	no	20	0	36
General Castings #1	no	81	0	36
General Castings #2	no	40	0	36

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Oberfields, Inc.	no	14	0	24
Nippert Company #2	no	56	0	42
Nippert Company #3	no	35	0	24
DMI Distribution	no	41	0	36
Liebert Corp. #1	no	41	72	36
Optimum Plastics #1	no	22	0	36
Optimum Plastics #2	no	10	27	24
Optimum Plastics #3	no	8	38	12
Gooseberry Patch #1	no	12	18	36
Gooseberry Patch #2	yes	32	108	36
Jeg's Automotive	yes	115	143	42
Midwest Acoust-A-F.	no	25	12	36
Signstrut, Inc.	yes	35	114.5	42
The Kroger Co.	yes	276	387	36
TOTAL		878	919.5	

DELAWARE CHART # 2

Name of Company	Enterprise Zone Commitment		EZ Agreement Payroll		Tax Incentives % and # years	
	Real	Personal	Baseline Payroll	Proj. New Payroll	Real	Personal
Nat. Metal Shapes	\$0.00	\$1,000,000	\$0.00	\$500,000	0% / 0 yr.	50% / 10 yr.
Nat. Met. Finishing	\$0.00	\$455,000	\$0.00	\$360,000	0% / 10 yr.	40% / 7 yr.
General Castings #1	\$225,000	\$755,000	\$0.00	\$1,980,000	0% / 0 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 #2	\$4,150,000	\$20,077,000	\$0.00	\$1,596,000	73% / 10 yr.	30% / 10 yr.
Nippert Company #3	\$2,500,000	\$13,182,768	\$0.00	\$1,241,000	100%/10 yr.	37%/25% 10
DMI Distribution	\$3,110,000	\$5,030,000	\$0.00	\$1,070,000	50% / 10 yr.	0% / 0 yr.
Liebert Corp. #1	\$300,000	\$5,340,400	\$3,711,960	\$2,113,755	0% / 0 yr.	50% / 10 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% / 0 yr.	30% / 5 yr.
Optimum Plastics #3	\$2,000,000	\$2,500,000	\$1,438,000	\$160,000	100% / 10 yr.	30% / 5 yr.
Gooseberry Patch #1	\$1,032,000	\$1,100,000	\$0.00	\$187,800	0% / 0 yr.	35% / 10 yr.

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Gooseberry Patch #2	\$1,300,000	\$1,500,000	\$2,781,173	\$850,000	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.	n/a	n/a	\$3,134,000	\$3,331,000	up to 60% /10 same	
The Kroger Co.	\$57,200,000	\$79,000,000	\$14,101,000	\$8,158,000	100%/10 yr.	45%/3 yr.
TOTAL	\$86,392,000	\$184,045,168	\$29,789,133	\$26,250,555		

DELAWARE CHART # 2 CONTINUED

	Date of Most	# Jobs as of 12/31/03		Project Site	Payroll Attributed
	Recent TIRC Mtg.	Created	Retained	Employment-12/31/03	New Employment
Nat. Metal Shapes	3/9/04	17	0	17	\$609,480
Nat. Met. Finishing	3/9/04	9	0	9	\$202,740
General Castings #1	3/9/04	0	0	0	\$0.00
General Castings #2	3/9/04	0	0	0	\$0.00
Oberfields, Inc.	3/9/04	32	31	63	\$1,213,640
Nippert Company #2	3/9/04	0	210	210	\$0.00
Nippert Company #3	3/9/04	0	210	210	\$0.00
DMI Distribution	3/9/04	24	0	24	\$413,628
Liebert Corp. #1	3/9/04	45	72	117	\$1,988,245
Optimum Plastics #1	3/9/04	22	0	22	\$1,095,789
Optimum Plastics #2	3/9/04	11	27	38	\$405,848
Optimum Plastics #3	3/9/04	5	38	43	\$243,509
Gooseberry Patch #1	3/9/04	49	18	67	\$1,470,000
Gooseberry Patch #2	3/9/04	15	108	123	\$997,933
Jeg's Automotive	3/9/04	89	143	232	\$5,201,345
Midwest Acoust-A-F.	3/9/04	29	12	41	\$705,247
Signstrut, Inc.	3/9/04	47.5	114.5	162	\$1,720,962
The Kroger Co.	3/9/04	94	387	481	\$1,475,410
TOTAL		488.5	1370.5	1,859	\$17,743,776

DELAWARE CHART #3

Cumulative Taxes At Project Site Thru 12/31/03

Name of Company	Actual Investment Level As of 12/31/03		Real Property Taxes Paid	Taxes Paid
	Real	Personal	2003	Term
Nat. Metal Shapes	\$0.00	\$1,172,732	\$0.00	\$0.00
Nat. Met. Finishing	\$0.00	\$473,000	\$0.00	\$0.00

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 3, 2004

General Castings #1	\$101,996	\$1,112,592	\$0.00	\$0.00
General Castings #2	\$382,529	\$2,000,000	\$33,977	\$166,798
Oberfields, Inc.	\$4,073,099	\$3,862,755	\$51,219	\$327,150
Nippert Company #2	\$7,655,897	\$15,069,447	\$89,162	\$121,893
Nippert Company #3	\$2,302,559	\$11,677,958	\$0.00	\$0.00
DMI Distribution	\$5,307,358	\$77,096	\$85,740	\$550,950
Liebert Corp. #1	\$3,227,486	\$14,543,735	\$115,734	\$806,293
Optimum Plastics #1	\$1,300,000	\$3,464,413	\$18,007	\$123,969
Optimum Plastics #2	\$0.00	\$2,213,719	\$0.00	\$0.00
Optimum Plastics #3	\$2,245,971	\$4,250,583	\$4,014.00	\$4,014.00
Gooseberry Patch #1	\$1,121,440	\$1,507,000	\$0.00	\$34,790
Gooseberry Patch #2	\$1,377,000	\$884,300	\$30,330.00	\$30,330.00
Jeg's Automotive	\$12,206,129	\$42,923,849	\$93,292	\$192,053
Midwest Acoust-A-F.	\$791,035	\$1,722,983	\$18,431	\$90,726
Signstrut, Inc.	\$1,398,026	\$6,795,166	\$42,916	\$173,533
The Kroger Co.	\$58,911,737	\$34,523,239	\$167,268	\$227,300
TOTAL	\$102,402,262	\$148,274,567	\$750,090	\$2,849,799

DELAWARE CHART #3 CONTINUED

	Real Property Tax		Personal Property		Personal Property	
	Foregone		Taxes Paid		Taxes Foregone	
	<u>2003</u>	<u>Term</u>	<u>2003</u>	<u>Term</u>	<u>2003</u>	<u>Term</u>
Nat. Metal Shapes	\$0.00	\$0.00	\$4,166	\$54,068	\$5,560	\$65,638
Nat. Met. Finishing	\$0.00	\$0.00	\$2,956.00	\$4,948	\$2,499	\$4,345
General Castings #1		\$0.00		\$62,576		\$62,576
General Castings #2		\$627		\$56,173		\$125,663
Oberfields, Inc.	\$920	\$2,855	\$42,778	\$406,881	\$3,050	\$43,847
Nippert Company #2	\$50,621	\$212,792	\$151,452	\$606,910	\$63,798	\$367,435
Nippert Company #3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMI Distribution	\$55,474	\$321,878	\$185	\$0.00	\$0.00	\$0.00
Liebert Corp. #1	\$0.00	\$0.00	\$269,464	\$1,349,263	\$101,332	\$312,421
Optimum Plastics #1			\$21,013	\$151,819	\$21,013	\$151,819
Optimum Plastics #2	\$0.00	\$0.00	\$21,758	\$70,021	\$9,325	\$30,009.00

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Optimum Plastics #3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Gooseberry Patch #1	\$0.00	\$12,177	\$0.00	\$86,083	\$0.00	\$30,129
Gooseberry Patch #2	\$16,331	\$16,331	\$63,455	\$79,802	\$34,168	\$42,984
Jeg's Automotive	\$100,954	\$318,931	\$166,378	\$375,800	\$111,922	\$341,171
Midwest Acoust-A-F.	\$9,409	\$35,007	\$131,726	\$580,365	\$25,182	\$152,359
Signstrut, Inc.	\$1,492	\$5,967	\$50,436	\$238,436	\$52,161	\$222,387
The Kroger Co.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$235,201	\$926,565	\$925,767	\$4,123,145	\$430,010	\$1,952,783

DELAWARE CHART #3 CONTINUED

<u>TIRC Most Recent Recommendation</u>	<u>Local Government action on Recommendation</u>	<u>COMPANY</u>
Expire	Pending	Nat. Metal Shapes
Continue	Pending	Nat. Met. Finishing
Terminate	Pending	General Castings #1
Terminate	Pending	General Castings #2
Expire	Pending	Oberfields, Inc.
Continue	Pending	Nippert Company #2
Continue	Advisory	Nippert Company #3
Other	Tabled	DMI Distribution
Continue	Pending	Liebert Corp. #1
Continue	Pending	Optimum Plastics #1
Continue	Pending	Optimum Plastics #2
Continue	Pending	Optimum Plastics #3
Continue	Pending	Gooseberry Patch #1
Continue	Pending	Gooseberry Patch #2
Continue	Pending	Jeg's Automotive
Continue	Pending	Midwest Acoust-A-F.
Continue	Pending	Signstrut, Inc.
Continue	Pending	The Kroger Co.

Delaware City Tax Incentive Review Council Report - Summary

Enterprise Zone Program Year - 2003

DELAWARE CHART #4

<u>Job & Payroll Creation</u>								
<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>

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Nat. Metal Shapes	10/13/92	12/31/03	15	17	113.33%	\$500,000	\$609,480	121.90%
Nat. Metal Finishing	9/18/98	12/31/06	20	9	45.00%	\$360,000	\$202,740	56.32%
General Castings #1	10/15/93	12/31/04	81	0	0.00%	\$1,980,000	\$0	0.00%
General Castings #2	9/6/96	12/31/06	40	0	0.00%	\$884,000	\$0	0.00%
Oberfields, Inc.	12/23/93	12/31/03	14	32	228.57%	\$260,000	\$1,213,640	466.78%
Nippert Company #2	8/9/98	12/31/11	56	0	0.00%	\$1,596,000	\$0	0.00%
Nippert Company #3	4/29/02	12/31/14	35	0	0.00%	\$1,241,000	\$0.00	0.00%
DMI Distribution	11/30/95	12/31/07	41	24	58.54%	\$1,070,000	\$413,628	38.66%
Liebert Corp. #1	1/29/96	12/31/05	41	45	109.76%	\$2,113,755	\$1,988,245	94.06%
Optimum Plastics #1	7/10/96	12/31/09	22	22	100.00%	\$709,000	\$1,095,789	154.55%
Optimum Plastics #2	4/25/00	12/31/12	10	11	110.00%	\$225,000	\$405,848	180.38%
Optimum Plastics #3	9/26/02	12/31/08	8	5	62.50%	\$160,000	\$243,509	152.19%
Gooseberry Patch #1	9/9/96	12/31/07	12	49	408.33%	\$187,800	\$1,470,000	782.75%
Gooseberry Patch #2	3/1/01	12/31/13	32	15	46.88%	\$850,000	\$997,933	117.40%
Jeg's Automotive	8/29/97	12/31/10	115	89	77.39%	\$2,250,000	\$5,201,345	231.17%
Midwest Acoust-A-Fiber	11/10/97	12/31/08	25	29	116.00%	\$375,000	\$705,247	188.07%
Signstrut, Inc.	8/2/99	12/31/11	35	47.5	135.71%	\$3,331,000	\$1,720,962	51.67%
The Kroger Co.	3/28/02	12/31/14	276	94	34.06%	\$8,158,000	\$1,475,410.00	18.09%
TOTALS			878	488.5	55.64%	\$26,250,555	\$17,743,776	67.59%

City of Delaware Tax Incentive Review Council Report - Summary

Enterprise Zone Program Year - 2003

DELAWARE CHART #5

Job & Payroll	Creation			Personal Property Investment Goal	Personal Property Investment Results	% of Goal Achieved	Total Property Investment Goal	Total Property Investment Results	% of Goal Achieved
	Real Property Investment Goal	Real Property Investment Results	% of Goal Achieved						
Nat. Metal Shapes	\$0.00	\$0.00	n/a	\$1,000,000	\$1,172,732	117.27%	\$1,000,000	\$1,172,732	117.27%
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%
Oberfields, Inc.	\$225,000	\$4,073,099	1810.27%	\$1,050,000	\$3,862,755	367.88%	\$1,275,000	\$7,935,854	622.42%
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%

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Nippert Company #3	\$2,500,000	\$2,302,559	92.10%	\$13,182,768	\$11,677,958	88.59%	\$15,682,768	\$13,980,517	89.15%
DMI Distribution	\$3,110,000	\$5,307,358	170.65%	\$5,030,000	\$77,096	1.53%	\$8,140,000	\$5,384,454	66.15%
Liebert Corp. #1	\$300,000	\$3,227,486	1075.83%	\$5,340,400	\$14,543,735	272.33%	\$5,640,400	\$17,771,221	315.07%
Optimum Plastics #1	\$1,300,000	\$1,300,000	100.00%	\$3,730,000	\$3,464,413	92.88%	\$5,030,000	\$4,764,413	94.72%
Optimum Plastics #2	\$0.00	\$0.00	#DIV/0!	\$2,000,000	\$2,213,719	110.69%	\$2,000,000	\$2,213,719	110.69%
Optimum Plastics #3	\$2,000,000.00	\$2,245,971.00	112.30%	\$2,500,000	\$4,250,583	170.02%	\$4,500,000	\$6,496,554	144.37%
Gooseberry Patch #1	\$1,032,000	\$1,121,440	108.67%	\$1,100,000	\$1,507,000	137.00%	\$2,132,000	\$2,628,440	123.29%
Gooseberry Patch #2	\$1,300,000	\$1,377,000	105.92%	\$1,500,000	\$884,300	58.95%	\$2,800,000	\$2,261,300	80.76%
Jeg's Automotive	\$11,950,000	\$12,206,129	102.14%	\$44,500,000	\$42,923,849	96.46%	\$56,450,000	\$55,129,978	97.66%
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.	n/a	\$1,398,026	#VALUE!	n/a	\$6,795,166	#VALUE!	\$2,500,000	\$8,193,192	327.73%
The Kroger Co.	\$57,200,000	\$58,911,737	102.99%	\$79,000,000	\$34,523,239	43.70%	\$136,200,000	\$93,434,976	68.60%
TOTALS	\$86,392,000	\$102,402,262	118.53%	\$184,045,168	\$148,274,567	80.56%	\$272,937,168	\$250,676,829	91.84%

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

RESOLUTION NO. 04-560

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 2003 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

It was moved by Mr. Ward, seconded by Mr. Jordan 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 11, 2004 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 2003, and the recommendations of the TIRC, by March 31, 2004 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:

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 3, 2004

Section 1. That the review and recommendations made by the TIRC on March 11, 2004 as summarized on the following Program Year 2003 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.

2003 Ohio Enterprise Zone Program Summary 4/27/04

Zone Number: 247
Zone Name: Orange Township

ORANGE CHART #1

<u>Name of Company</u>	<u>Location</u>	<u>NAISC Code</u>	<u>Date of Agreement</u>	<u>Expiration Date</u>
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
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

ORANGE CHART #1 CONTINUED

Existing Baseline Employment	Did Enterprise Close or Reduce Employment at Other Location		EZ Agreement Job Commitment		Job Creation Period (Yrs.)	
	<u>At Site</u>	<u>In Ohio</u>	<u>Yes or No</u>	<u>Create</u>		<u>Retain</u>
Sarcom	98	671	yes	225	125	36
Airwaves	0	165	yes	25	165	36
Digital	0	39	yes	30	39	36
Volvo	120	120	yes	50	120	36
Accel	0	215	yes	200	215	36
School book	0	161	yes	38	41	36
Nex Tech	0	20	yes	20	13	36
218		1391		588	718	

ORANGE CHART #2

<u>Name of Company</u>	Enterprise Zone Commitment		EZ Agreement Payroll	
	<u>Real</u>	<u>Personal</u>	<u>Baseline Payroll</u>	<u>Proj. New Payroll</u>
Sarcom, Inc. (#2)	\$2,700,000	\$11,750,000	\$2,500,000	\$6,750,000
Airwaves	\$2,700,000	\$3,450,000	\$0.00	\$475,000

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Digital Storage, Inc.	\$2,000,000	\$11,110,000	\$0.00	\$750,000
Volvo Parts N. Am.	\$300,000	\$44,010,000	\$0.00	\$2,000,000
Accel, Inc.	\$7,100,000	\$900,000	\$3,800,000	\$3,500,000
Schol. Book Fairs	\$5,252,823	\$9,589,000	\$870,000	\$796,000
NexTech Materials	\$350,000	\$2,300,000	\$700,000	\$1,000,000
TOTAL	\$20,402,823	\$83,109,000	\$7,870,000	\$15,271,000

ORANGE CHART #2 CONTINUED

	Tax Incentives		Date of Most Recent TIRC Mtg.
	% and # years		
	Real	Personal	
Sarcom	56% / 10 yr.	28% / 10 yr.	3/11/04
Airwaves	82% avg./9 yr.	0% / 0 yr.	3/11/04
Digital yr.	50% / 10	50% / 10 yr.	3/11/04
Volvo	55% / 10 yr.	55% / 10 yr.	3/11/04
Accel yr.	50% avg. / 10	0% / 0 yr.	3/11/04
School Books	30% / 10 yr.	50% / 10 yr.	3/11/04
NexTech	0% / 0 years	42.5% / 8	3/11/04

ORANGE CHART #2 CONTINUED

# Jobs as of 12/31/03	Project Site Employment		Payroll Attributed to New Employment
	Created	Retained	
Sarcom	183	125	\$8,106,000
Airwaves	29	117	\$757,948
Digital Storage	13	39	\$627,302
Volvo	120	120	\$4,336,000
Accel	159	215	\$3,247,723
School	13	41	\$304,656
NexTech	11	13	\$311,116
Total	528	670	\$17,690,745

Cumulative Taxes Paid At Project Site Thru 12/31/03

ORANGE CHART #3

Name of Company	Actual Investment Level As of 12/31/03		Real Property Taxes Paid	
	Real	Personal	2003	Total
Sarcom, Inc. (#2)	\$3,015,000	\$12,821,000	\$67,678	\$285,540
Airwaves	\$3,156,416	\$7,359,081	\$10,364	\$100,647
Digital Storage, Inc.	\$2,270,205	\$8,030,934	\$20,052	\$97,184

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Volvo Parts N. Am.	\$808,149	\$51,357,428	\$10,250	\$28,250
Accel, Inc.	\$8,728,652	\$2,867,193	\$76,912	\$120,559
Schol. Book Fairs	\$6,990,353	\$12,888,912	\$51,541	\$102,086
NexTech Materials	\$350,000	\$628,912	\$34,720	\$34,720
TOTAL	\$25,318,775	\$95,953,460	\$271,517	\$768,986

ORANGE CHART # 3 CONTINUED

	Real Property Taxes Foregone		Personal Property Taxes Paid		Personal Property Taxes Foregone	
	<u>2003</u>	<u>Total</u>	<u>2003</u>	<u>Total</u>	<u>2003</u>	<u>Total</u>
Sarcom	\$42,350	\$197,318	\$93,630	\$430,953	\$20,418	\$175,966
Airwaves	\$46,606	\$305,092	\$76,575	\$494,023	\$0.00	\$0.00
Digital	\$15,038	\$71,507	\$36,278	\$241,202	\$0	\$39,962
Volvo	\$10,250	\$28,250	\$41,900	\$586,900	\$41,900	\$586,900
Accel	\$115,369	\$180,840	\$0.00	\$0.00	\$0.00	\$0.00
School	\$52,477	\$103,925	\$0.00	\$0.00	\$0.00	\$0.00
Nex Tech	\$0.00	\$0.00	\$1,654	\$1,654	\$0.00	\$0.00
Total	\$282,090	\$886,932	\$250,037	\$1,754,732	\$62,318	\$802,828

ORANGE CHART # 3 CONTINUED

<u>TIRC Most Recent Recommendation</u>	<u>Local Government action on Recommendation</u>	<u>Company</u>
Continue	Pending	Sarcom
Continue	Pending	Airwaves
Continue	Refer TINC	Digital Storage
Continue	Pending	Volvo
Continue	Pending	Accel
Continue	Pending	School
Continue	Pending	NexTech

Orange Township Tax Incentive Review Council Report - Summary

Enterprise Zone Program Year - 2003

ORANGE CHART # 4 JOB & PAYROLL CREATION

<u>Project</u>	<u>Date of</u>	<u>Date of</u>	<u>Job</u>	<u>Job Creation</u>	<u>% of Goal</u>	<u>Payroll</u>	<u>Payroll</u>	<u>% of Goal</u>
	<u>Agreement</u>	<u>Expiration</u>	<u>Creation</u>					
			<u>Goal</u>	<u>Results</u>	<u>Achieved</u>	<u>Goal</u>	<u>Results</u>	<u>Achieved</u>
Sarcom #2	5/19/97	12/31/11	225	183	81.33%	\$6,750,000	\$8,106,000	120.09%
Airwaves	6/19/95	12/31/06	25	29	116.00%	\$475,000	\$757,948	159.57%
Digital Storage	9/30/96	12/31/06	30	13	43.33%	\$750,000	\$627,302	83.64%

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Volvo Parts N. America	4/21/97	12/31/09	50	120	240.00%	\$2,000,000	\$4,336,000	216.80%
Accel	9/11/00	12/31/13	200	159	79.50%	\$3,500,000	\$3,247,723	92.79%
Scholastic Book Fairs	3/8/01	12/31/14	38	13	34.21%	\$796,000	\$304,656	38.27%
NexTech Materials, Ltd.	12/19/02	12/31/13	20	11	55.00%	\$1,000,000	\$311,116	31.11%
TOTALS			588	528	89.80%	\$15,271,000	\$17,690,745	115.85%

Orange Township Tax Incentive Review Council Report - Summary

Enterprise Zone Program Year - 2003

ORANGE CHART #5 INVESTMENT

Project	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
Sarcom #2	\$2,700,000	\$3,015,000	111.67%	\$11,750,000	\$12,821,000	109.11%	\$14,450,000	\$15,836,000	109.59%
Airwaves	\$2,700,000	\$3,156,416	116.90%	\$3,450,000	\$7,359,081	213.31%	\$6,150,000	\$10,515,497	170.98%
Digital Storage	\$2,000,000	\$2,270,205	113.51%	\$11,110,000	\$8,030,934	72.29%	\$13,110,000	\$10,301,139	78.57%
Volvo Parts N. America	\$300,000	\$808,149	269.38%	\$44,010,000	\$51,357,428	116.69%	\$44,310,000	\$52,165,577	117.73%
Accel	\$7,100,000	8,728,652	122.94%	\$900,000	\$2,867,193	318.58%	\$8,000,000	\$11,595,845	144.95%
Scholastic Book Fairs	\$5,252,823	\$6,990,353	133.08%	\$9,589,000	\$12,888,912	134.41%	\$14,841,823	\$19,879,265	133.94%
NexTech Materials, Ltd.	\$350,000	\$350,000	100.00%	\$2,300,000	\$628,912	27.34%	\$2,650,000	\$978,912	36.94%
TOTALS	\$20,402,823	\$25,318,775	124.09%	\$83,109,000	\$95,953,460	115.45%	\$103,511,823	\$121,272,235	117.16%

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

RESOLUTION NO. 04-561

IN THE MATTER OF ACCEPTING THE REPORT OF THE VILLAGE OF SUNBURY ENTERPRISE ZONE TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE PROGRAM FOR PROGRAM YEAR 2003 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

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

WHEREAS, the Delaware County Commissioners, with the consent of the Village of Sunbury Council, have designated areas of the Village of Sunbury 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 Village of Sunbury 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 17, 2004 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

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WHEREAS, the Village of Sunbury 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 2003, and the recommendations of the TIRC, by March 31, 2004 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 17, 2004 as summarized on the following Program Year 2003 Enterprise Zone Program Summary report for the Village of Sunbury - Zone Number 220, 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.

2003 Ohio Enterprise Zone Program Summary 4/27/04

Zone Number: 220C

Zone Name: Village of Sunbury

SUNBURY CHART #1

<u>Name of Company</u>	<u>Location</u>	<u>SIC</u>	<u>Date of Agreement</u>	<u>Expiration Date</u>
Omegadyne	149 Stelzer Ct.	3829	3/9/92	12/31/04
OHASHI TECHNICA	99 Burrer Drive		12/30/93	12/31/06

SUNBURY CHART #1 CONTINUED

	<u>Existing Baseline Employment</u>		<u>Did Enterprise Close or Reduce Employment at Other Location</u>	<u>EZ Agreement Job Commitment</u>		<u>Job Creation</u>
	<u>At Site</u>	<u>In Ohio</u>	<u>Yes or No</u>	<u>Create</u>	<u>Retain</u>	<u>Period (mos.)</u>
Omegadyne	0	0	yes	41	38	24
OHASHI	0	0	no	35	0	36
Total	0	0		76	38	

SUNBURY CHART #1CONTINUED

<u>Name of Company</u>	<u>Enterprise Zone Commitment</u>		<u>EZ Agreement Payroll</u>	
	<u>Real</u>	<u>Personal</u>	<u>Baseline Pavroll</u>	<u>Proj. New Pavroll</u>
	Omegadyne	\$896,000	\$2,825,000	\$0.00
OHASHI TECHNICA	\$2,230,000	\$8,140,000	\$0.00	\$850,000
TOTAL	\$3,126,000	\$10,965,000	\$0	\$1,631,390

SUNBURY CHART #1CONTINUED

	<u>Tax Incentives % and # years</u>		<u>Date of Most Recent TIRC Mtg.</u>	<u># Jobs as of 12/31/03</u>	
	<u>Real</u>	<u>Personal</u>		<u>Created</u>	<u>Retained</u>
Omegadyne	60% avg./ 10	60-65%/10	3/17/04	39	38
OHASHI TECHNICA	70%/10yr.	40%/10 yr.	3/17/04	36	0
Total				75	38

SUNBURY CHART #1CONTINUED

	<u>Project Site Employment</u>	<u>Pavroll Attributed New Employment</u>
Omegadyne-	86	\$640,224

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Ohashi- 58 \$1,707,007

Total
144 \$2,347,231

SUNBURY CHART #1 CONTINUED

<u>Name of Company</u>	<u>Actual Investment Level As of 12/31/03</u>		<u>Real Property</u>	<u>Taxes Paid</u>
	<u>Real</u>	<u>Personal</u>	<u>2003</u>	<u>Total</u>
Omegadyne	\$2,652,296	\$3,130,354	\$15,036	\$152,079
OHASHI TECHNICA	\$2,793,420	\$7,607,027	\$7,751	\$50,502
TOTAL	\$5,445,716	\$10,737,381	\$22,787	\$202,581

SUNBURY CHART #1CONTINUED Cumulative Taxes At Project Site Thru 12/31/03

	<u>Real Property</u>	<u>Taxes Foregone</u>	<u>Personal Property</u>	<u>Taxes Paid</u>
	<u>2003</u>	<u>Total</u>	<u>2003</u>	<u>Total</u>
Omegadyne	\$3,523	\$225,496	\$12,412	\$233,154
Ohashi	\$18,085	\$117,841	\$62,865	\$401,845
	\$21,608	\$343,337	\$75,277	\$634,999

SUNBURY CHART #1CONTINUED

Personal Property Taxes Foregone

<u>2003</u>	<u>Total</u>	<u>TIRC Most Recent Recommendation</u>	<u>Local Government Action On Recommendation</u>	<u>Company</u>
\$12,876	\$324,854	Continue	Pending	Omegadyne
\$10,840	\$422,747	Continue	Pending	Ohashi
\$23,716	\$747,601			

Village of Sunbury Tax Incentive Review Council Report - Summary

Enterprise Zone Program Year - 2003

SUNBURY CHART #2

Job & Payroll
Creation

<u>Project</u>	<u>Date of</u>	<u>Date of</u>	<u>Job</u>	<u>Job Creation</u>	<u>% of Goal</u>	<u>Payroll</u>	<u>Payroll</u>	<u>% of Goal</u>
	<u>Agreement</u>	<u>Expiration</u>	<u>Creation</u>			<u>Creation</u>	<u>Creation</u>	
	<u>Goal</u>	<u>Results</u>	<u>Achieved</u>			<u>Goal</u>	<u>Results</u>	<u>Achieved</u>
Omegadyne	3/6/92	12/31/04	41	39	95.12%	\$781,390	\$640,224	81.93%
OHASHI TECHNICA USA	12/30/93	12/31/06	35	36	102.86%	\$850,000	\$1,707,007	200.82%
TOTALS			76	75	98.68%	\$1,631,390	\$2,347,231	143.88%

Village of Sunbury Tax Incentive Review Council Report - Summary

Enterprise Zone Program Year - 2003

SUNBURY CHART #3

Investment

<u>Project</u>	<u>Real</u>	<u>Real Property</u>	<u>% of Goal</u>	<u>Personal</u>	<u>Personal</u>	<u>% of Goal</u>	<u>Total</u>	<u>Total</u>	<u>% of Goal</u>
	<u>Property</u>	<u>Investment</u>		<u>Property</u>	<u>Property</u>		<u>Property</u>	<u>Property</u>	
	<u>Investment</u>	<u>Investment</u>	<u>Achieved</u>	<u>Investment</u>	<u>Investment</u>	<u>Achieved</u>	<u>Investment</u>	<u>Investment</u>	<u>Achieved</u>
	<u>Goal</u>	<u>Results</u>		<u>Goal</u>	<u>Results</u>		<u>Goal</u>	<u>Results</u>	
Omegadyne	\$896,000	\$2,652,296	296.02%	\$2,825,000	\$3,130,354	110.81%	\$3,721,000	\$5,782,650	155.41%

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OHASHI
TECHNICA
USA \$2,230,000 \$2,793,420 125.27% \$8,140,000 \$7,607,027 93.45% \$10,370,000 \$10,400,447 100.29%

TOTALS \$3,126,000 \$5,445,716 174.21% \$10,965,000 \$10,737,381 97.92% \$14,091,000 \$16,183,097 114.85%

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

RESOLUTION NO. 04-562

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 2003 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

It was moved by Mr. Ward, seconded by Mr. Jordan 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 17, 2004 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 2003, and the recommendations of the TIRC, by March 31, 2004 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 17, 2004 as summarized on the following Program Year 2003 Enterprise Zone Program Summary report for the City of Westerville - 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.

WESTERVILLE CHART #1

2003 Ohio Enterprise Zone Program Summary

Zone Number: 267 4/27/04
Zone Name: City of Westerville

Westerville Chart #1 Continued

Table with columns: Name of Company, Location, SIC, Date of Agreement, Expiration Date, Existing Baseline Employment At Site, In Ohio. Row for Worthington Cylinder.

WESTERVILLE CHART #1 CONTINUED

Table with columns: NAME, EZ Agreement, Job Commitment, Job Creation, Yes or No, Create, Retain, Period (Mos.). Row for Worthington Cylinder.

WESTERVILLE CHART #1 CONTINUED

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<u>Name of Company</u>	<u>Commitment</u>		<u>Baseline</u>	<u>Proj. New</u>
	<u>Real</u>	<u>Personal</u>	<u>Pavroll</u>	<u>Pavroll</u>
Worthington Cylinder	\$3,650,000	\$22,000,000	\$0.00	\$1,700,000

WESTERVILLE CHART #1 CONTINUED

<u>Tax Incentives % and # years</u>		<u>Date of Most</u>
<u>Real</u>	<u>Personal</u>	<u>Recent TIRC Mtg.</u>
100% yrs. 1-5	M&E 60% yrs. 1-5	3/17/04
50% yrs. 6-10	M&E 28% yrs. 6-10	
	Inv. 75% yrs. 1-5	
	Inv. 28% yrs. 6-10	

WESTERVILLE CHART #1 CONTINUED

<u># Jobs as of 12/31/03</u>		<u>Project Site</u>	<u>Payroll Attributed</u>
<u>Created</u>	<u>Retained</u>	<u>Employment as of 12/31/03</u>	<u>New Employment</u>
171	104	275	\$2,964,911

WESTERVILLE CHART #1 CONTINUED

<u>Name of Company</u>	<u>Actual Investment level As of 12/31/03</u>		<u>Real Property Taxes Paid</u>	
	<u>Real</u>	<u>Personal</u>	<u>2003</u>	<u>Total</u>
Worthington Cylinder	\$4,649,459	\$17,060,693	\$54,735	\$384,096

WESTERVILLE CHART #1 CONTINUED

<u>Cumulative Taxes At Project Site Thru 12/31/03</u>					
<u>Real Property Tax Foregone</u>		<u>Personal Property Taxes Paid</u>		<u>Personal Property Taxes Foregone</u>	
<u>2003</u>	<u>Total</u>	<u>2003</u>	<u>Total</u>	<u>2003</u>	<u>Total</u>
\$115,677	\$554,639	\$204,920	\$1,110,297	\$127,923	\$1,325,542

WESTERVILLE CHART #1 CONTINUED

<u>TIRC Most Recent Recommendation</u>	<u>Local Government Action On Recommendation</u>
Continue	Pending

WESTERVILLE CHART #2

City of Westerville Tax Incentive Review Council Report - Summary
Enterprise Zone Program Year - 2003

Job & Pavroll Creation

<u>Project</u>	<u>Date of</u>	<u>Date of</u>	<u>Job Creation</u>	<u>Job Creation</u>	<u>% of Goal</u>	<u>Payroll</u>	<u>Payroll</u>	<u>% of Goal</u>
	<u>Agreement</u>	<u>Expiration</u>	<u>Goal</u>	<u>Results</u>	<u>Achieved</u>	<u>Creation</u>	<u>Creation</u>	<u>Achieved</u>
Worthington Cylinder	3/31/94	12/31/04	100	171	171.00%	\$1,700,000	\$2,964,911	174.41%
TOTALS			100	171	171.00%	\$1,700,000	\$2,964,911	174.41%

WESTERVILLE CHART #3

City of Westerville Tax Incentive Review Council Report - Summary
Enterprise Zone Program Year - 2003

<u>Project</u>	<u>Real</u>	<u>Real Property</u>	<u>% of Goal</u>	<u>Personal</u>	<u>Personal</u>	<u>% of Goal</u>	<u>Total Property</u>	<u>Total</u>	<u>% of Goal</u>
	<u>Property</u>	<u>Investment</u>	<u>Achieved</u>	<u>Property</u>	<u>Property</u>	<u>Achieved</u>	<u>Investment</u>	<u>Property</u>	<u>Achieved</u>
	<u>Investment</u>	<u>Results</u>		<u>Investment</u>	<u>Results</u>		<u>Investment</u>	<u>Results</u>	
	<u>Goal</u>			<u>Goal</u>			<u>Goal</u>		
Worthington Cylinder	\$3,650,000	\$4,649,459	127.38%	\$22,000,000	\$17,060,693	77.55%	\$25,650,000	\$21,710,152	84.64%
Totals	\$3,650,000	\$4,649,459	127.38%	\$22,000,000	\$17,060,693	77.55%	\$25,650,000	\$21,710,152	84.64%

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

RESOLUTION NO. 04-563

IN THE MATTER OF ACCEPTING THE REPORT OF THE VILLAGE OF ASHLEY COMMUNITY REINVESTMENT AREA (CRA) TAX INCENTIVE REVIEW COUNCIL (TIRC) AND HOUSING COUNCIL ON

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THE STATUS OF THE CRA PROGRAM FOR PROGRAM YEAR 2003 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE CRA:

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

WHEREAS, the Delaware County Commissioners, with the consent of the Village of Ashley Council, have designated areas of the Village of Ashley as a CRA, pursuant to the Ohio Community Reinvestment Area Act, which is contained in the Ohio Revised Code Sections 3735.65 through 3735.70, inclusive; and

WHEREAS, the purpose of the Village of Ashley CRA is to provide the community with an effective tool for revitalizing and encouraging investment in residential development and 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 CRA; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC) and Housing Council, for the CRA met on March 17 and 24, 2004 respectively, and reviewed the status of each active CRA Projects and Agreements and made certain recommendations concerning action to either continue, modify, or terminate said Agreements and the CRA; and

WHEREAS, the Village of Ashley and Delaware County are required under Ohio Revised Code Section 3735.672 to submit an annual report regarding the status of each CRA Agreement, the results of each project during CRA Program Year 2003, and the recommendations of the TIRC and Housing Council, by March 31, 2004 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 and Housing Council on March 17 & 24, 2004 respectively, as summarized on the following Program Year 2003 CRA Program Summary report for the Village of Ashley - CRA Number 04102582-01, 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 3735.672.

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 Community Reinvestment Area (CRA) Program
2003 CRA Residential Status Report**

CRA Number: 04102582-01
Name of Jurisdiction: Ashley

Date Certified: 11/15/2000
County: Delaware

Name/Property Identification	Date Project Certified	Percent of Exemption	Term of Exemption	Total Project Investment	Total Investment Eligible for Exemption	Date of Most Recent Housing Council Review	Date of Most Recent TIRC	Current Status
Gilkey, Carolee & Travis	7/5/02	100%	15 yrs.	117,800.00	117,800.00	3/24/04	3/17/04	Continue
Smith, Ella	1/07/02	100%	15 yrs.	45,607.00	45,607.00	3/24/04	3/17/04	Continue
Hasson, Neil F.	11/03/02	100%	10 yrs	9,822.95	9,822.95	3/24/04	3/17/04	Continue
Long, Donald L.	4/26/01	100%	10 yrs.	12,822.34	12,822.34	3/24/04	3/17/04	Continue
Hines, Terrie	12/15/03	100%	15 yrs.	129,893.90	129,893.90	3/24/04	3/17/04	Continue
Hatcher, Norma	1/07/03	100%	15 yrs.	104,167.20	104,167.20	3/24/04	3/17/04	Continue

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

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RESOLUTION NO. 04-564

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 2003 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING THE GREIF BROS. TIF AGREEMENT:

It was moved by Mr. Ward, seconded by Mr. Jordan 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 17, 2004 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 2003, and the recommendations of the TIRC, by March 31, 2004 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 17, 2004 as summarized on the following Program Year 2003 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 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
2003 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) \$5,100,000 \$2,800,000
- Actual (as of 12/31/03) \$8,294,320 \$1,350,000
10. Employment Information: Retained Created
- Projected (at time of legislation) 30 100

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Actual (as of 12/31/03) 54 61

11. Dollar amount of service payments deposited into the TIF's tax increment equivalent fund:

In Calendar Year 2003 \$39,374
Cumulative (through 12/31/03) \$54,100 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 2003 \$527
Cumulative (through 12/31/03) \$14,647 Year first expense paid 2002

13. Date of most recent Tax Incentive Review Council (TIRC): 3/17/04

14. TIRC Recommendation (e.g: compliance, non-compliance, etc.): COMPLIANCE

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

3. Investment:				Actual 2003 Results	% of Goal Achieved	Required Date for Completion of Construction	Required Date for Completion of Acquisition
Property Type	Investment Goals Per Agreement	Exemption %	Exemption Term	Actual 2003 Results	% of Goal Achieved	Required Date for Completion of Construction	Required Date for Completion of Acquisition
Real Property	\$5,100,000	75%	10 years	\$8,294,320	162.63%	8/15/03	
Site Work	\$350,000						
Personal Property	\$2,800,000	0% - Fixtures	0 years	\$1,350,080	48.22%		8/15/03
Misc.	\$270,000						
				\$9,644,400	122.08%		
Total Expenditures	\$8,520,000						
Total Real & Personal	\$7,900,000						

4. Employment:				Annual Payroll Creation Goal Per Agreement	Total Employment At Project Site as of 12/31/03	% of Goal Achieved	Annual New Payroll At Project Site for 2003 & % Goal	Deadline for New Job Creation	Job Creation Schedule
	Job Retention/Creation Goal per Agreement			Annual Payroll Creation Goal Per Agreement	Total Employment At Project Site as of 12/31/03	% of Goal Achieved	Annual New Payroll At Project Site for 2003 & % Goal	Deadline for New Job Creation	Job Creation Schedule
Baseline Existing/Retained Jobs	30			\$0.00	54	180.00%			
New Jobs	100			\$0	61	61.00%	\$4,397,890 #DIV/0!	5/24/04	N/A
Projected Total Employment	130			\$0	115	88.46%			

5. Other Obligations		Obligation Per Agreement	2003 Results
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		Current

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the tax exemption set forth in
the TIF Agreement

Public Improvements	Construction of Greif Pkwy and Dempsey Drive Road- way Public Improvements	Completed
Taxes Paid		Current

6. Property Taxes Service Payments

In 2003:

Amount of Service Payments Deposited in Tax Increment Equivalent Fund	\$39,374
Expenditure from Tax Increment Equivalent Fund for Public Infrastructure	\$527

Cumulative over Life of Agreement:

Amount of Service Payments Deposited in Tax Increment Equivalent Fund	\$54,100
Expenditure from Tax Increment Equivalent Fund for Public Infrastructure	\$14,647
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

8. Recommendation to TIRC:

Continue the Agreement for another year.

9. TIRC Recommendation:

Compliance -Continue

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

RESOLUTION NO. 04-565

IN THE MATTER OF APPROVING A SETTLEMENT AGREEMENT BY AND AMONG STOVER INDUSTRIES, INC.; STOVER INDUSTRIES, LTD.; CARL L. STOVER; DARLENE M. STOVER; THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY TREASURER'S OFFICE:

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

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "**Agreement**") is entered into by and among **STOVER INDUSTRIES, INC.**, an Ohio corporation ("**Stover Inc.**"), **STOVER INDUSTRIES, LTD.**, an Ohio limited partnership ("**Stover Ltd.**"), **CARL L. STOVER**, an individual, **DARLENE M. STOVER**, an individual, **THE DELAWARE COUNTY BOARD OF COMMISSIONERS** and **THE DELAWARE COUNTY TREASURER'S OFFICE** (collectively, "Delaware County").

RECITALS:

A. Stover Inc., Stover Ltd., Carl L. Stover, and Darlene M. Stover (collectively, the "**Obligors**") have certain obligations to Delaware County pursuant to the following:

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- (1) **Economic Development Loan Obligation:** Stover Ltd. and Delaware County are parties to a Loan Agreement, Cognovit Promissory Note, Second Mortgage and Direct Guaranty Agreement, all dated as of November 30, 1989 (collectively, the "Credit Agreements"), to which Carl L. Stover and Darlene M. Stover each have personally guaranteed repayment (collectively, the "Loan Obligation");
- (2) **Tax Obligation:** Stover Inc. and Stover Ltd. owe Delaware County real and personal property taxes due and owing as of April 30, 2004, for property located at 222 Stover Drive and 2176 Stover Drive (collectively, the "Tax Obligation").

B. The Obligors have advised Delaware County that they intend to refinance their obligation to Keybank National Association through a loan from The Huntington National Bank. In connection with that refinancing, Delaware County has agreed (a) to accept the sum of \$131,058.98 in full satisfaction of the Loan Obligation and (b) to accept the sum of \$26,415.16 in full satisfaction of the Tax Obligation.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. **Acknowledgments, Representations, and Warranties.** The Obligors acknowledge, represent, and warrant the following:

1.1. **Indebtedness.** As of April 28, 2004, the balance outstanding under the Loan Obligation was \$131,058.98, including principal and interest. As of April 28, 2004, the amount due on the Tax Obligation is \$26,415.16, including interest and penalties.

1.2. **Good Faith.** Delaware County and its agents and employees have acted at all times in a fair and reasonable manner and in good faith in connection with the administration and enforcement of the Loan Obligation and the Tax Obligation, their dealings with the Obligors with respect to the Credit Agreements, and the negotiations in connection with this Agreement. The execution and delivery of this Agreement by the Obligors is their free and voluntary act and deed, without any misapprehension as to the effect thereof, and without any coercion, duress, overreaching, or any other misconduct by Delaware County or any of its agents or employees.

1.3. **No Claim or Setoff.** None of the Obligors, nor any of their respective heirs, successors, assigns, trustees, or designees, has any claim, counterclaim, or setoff against Delaware County for its administration and enforcement of the Credit Agreements, the Loan Obligation, the Tax Obligation, or the consummation of the transactions contemplated by this Agreement.

1.4. **The Obligors' Legal Counsel.** The Obligors have been afforded the opportunity to consult with an attorney before executing this Agreement.

2. **Settlement Payment.** The Obligors shall pay Delaware County \$157,474.14 (the "Settlement Payment") by wire transfer to Delaware County's account at The Delaware County Bank, routing instructions to be provided, on or before 5:00 p.m. on April 30, 2004, on account of amounts due and owing under the Loan Obligation and Tax Obligation.

3. **Condition Precedent.** Delaware County's obligation to perform under this Agreement, and including, without limitation, the effectiveness of its releases of the Obligors, are expressly contingent on the prior satisfaction of Delaware County's timely receipt of the Settlement Payment (the "Condition Precedent").

4. **The Obligors' Release of Delaware County.** Effective upon their execution of this Agreement, each of the Obligors, on behalf of themselves and their respective heirs, successors, assigns, and legal representatives, hereby releases and discharges Delaware County and its officers, directors, departments, agents, servants, employees, attorneys, affiliates, predecessors, successors, and assigns, and all persons, entities, firms, corporations, and organizations acting on their behalf (collectively, the "**Delaware County Parties**"), from any and all claims, demands, liabilities, obligations, damages, losses, actions, and causes of action whatsoever that any of the Obligors has or may claim to have against any of the Delaware County Parties as of their respective execution hereof, whether known or unknown at the time of this Agreement, and

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on account of or in any way, directly or indirectly, related to, concerning, arising out of, or founded upon, any of the Credit Agreements.

5. **Delaware County’s Release of the Obligors.** Except as otherwise provided in this Agreement, effective upon the execution of this Agreement and the satisfaction of the Condition Precedent, Delaware County, on behalf of itself and its predecessors, successors, assigns, and legal representatives, hereby releases and discharges each of the Obligors and their respective agents, servants, employees, attorneys, heirs, successors, and assigns, and all persons, firms, corporations, and organizations acting on their behalf (collectively, the “**Obligor Parties**”), from any and all claims, demands, liabilities, obligations, damages, losses, actions, and causes of action whatsoever that Delaware County has or claims to have against any of the Obligor Parties as of Delaware County’s execution hereof, whether known or unknown at the time of this Agreement, and of every nature and extent whatsoever on account of or in any way, directly or indirectly, related to, concerning, arising out of, or founded upon, any of the Credit Agreements. This Agreement does not release any (a) outstanding tax obligation of the Obligors or their affiliates, including the personal property tax obligation of Stover Specialties, LLC or (b) obligation to Delaware County by the Obligors and their respective agents, servants, employees, attorneys, heirs, successors, and assigns, that has not been assessed or is not yet due and owing.

6. **Delaware County’s Fees and Expenses.** Concurrently with their execution of this Agreement, the Obligors shall reimburse Delaware County’s fees and expenses to prepare and negotiate this Agreement and all related agreements, instruments, and documents, including, without limitation, all of Delaware County’s in-house attorneys’ fees and expenses.

7. **Integration.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings relative to such subject matter.

8. **Applicable Law; Jurisdiction and Venue.** This Agreement shall be construed in accordance with the laws of the State of Ohio. Courts within the State of Ohio shall have jurisdiction over any and all disputes arising under or pertaining to this Agreement and venue in any such dispute shall lie in Delaware County, Ohio.

9. **Severability.** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and enforceable.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which when taken together shall constitute one and the same agreement.

11. **JURY TRIAL WAIVER.** THE OBLIGORS AND DELAWARE COUNTY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO ANY RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT, INSTRUMENT, OR DOCUMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

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

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James D. Ward

Letha George, Clerk to the Commissioners