

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 13, 2004

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

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

- 8:00 AM Prosecutor Session
- 8:30 AM Executive Session
- 9:45 AM Public Hearing#2 For The Coop Restaurant Project
- 1:30 PM Viewing For Consideration Of A Ditch Petition Filed By James R. Clark, Beau Burton And Others

RESOLUTION NO. 04-1105

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

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 8:33AM.

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

RESOLUTION NO. 04-1106

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Jordan to adjourn out of Executive Session at 9:05AM.

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

PUBLIC COMMENT

RESOLUTION NO. 04-1107

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 9, 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 September 9, 2004 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 04-1108

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0910:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0910, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
Planned Communities	Return Unused Inspection Fees/N Orange 1-2C	65111904-5319	\$ 5,142.50
Barefoot & Case Inc.	Repair Spare Pump Broken Shaft	65211905-5328	\$ 6,767.00
Village of Galena	Reimbursement For Sewer Charges	65411907-5319	\$ 10,000.00
Finley Fire Equipment	SCBA and Spare Bottles	21511319-5238	\$ 7,352.50
Vouchers			
Todays Learning Child	Day Care	22411610-5348	\$ 5,423.00
Kindercare Neverland	Day Care	22411610-5348	\$ 18,140.00
City of Dublin	Reimbursement for sewer charges	65211905-5319	\$ 20,192.46
JG Contracting	Milestone Payment	41111421-5410	\$ 52,312.00
Floyd Brown	Professional Services	41111421-5410	\$ 15,606.58
Child Care Unlimited	Day Care	22411610-5348	\$ 5,447.00
Toddler Inn	Day Care	22411610-5348	\$ 9,142.20

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

RESOLUTION NO. 04-1109

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the Treasurer’s Report.

(Copy available for review at the Commissioner’s office until no longer of administrative value.)

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

RESOLUTION NO. 04-1110

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, RICHARD K. MOXLEY, REQUESTING ANNEXATION OF 19.507 ACRES OF LAND IN SCIOTO TOWNSHIP TO THE VILLAGE OF OSTRANDER:

It was moved by Mr. Jordan, seconded by Mr. Ward to acknowledge that on September 8, 2004, the Clerk to the Board of Commissioners received an annexation petition request to annex 19.507 acres from Scioto Township to the Village of Ostrander.

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

RESOLUTION NO. 04 -1111

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Facilities Department is requesting that Dave Ferguson, Helen Slivinski, and Jack Prim attend a Farm Science Review at the Molly Caren Agricultural Center September 21, 2004, at the cost of \$15.00.

The Department of Job and Family Services is requesting that Tammy Mannasmith attend a Child Care Networking Meeting in Clark County September 22, 2004, at the cost of \$61.20.

The Commissioners Office is requesting that Dave Cannon attend an Ohio GFOA Conference in Columbus, Ohio September 28 to 30, 2004, at the cost of \$445.00.

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

RESOLUTION NO. 04-1112

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION FOR OLDEFIELD ESTATES:

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

Ditch Maintenance Petition-Oldefield Estates

We the undersigned owners of 50.38 acres in Berlin Township, Delaware County, Ohio propose to create a subdivision known as **Oldefield Estates** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

The cost of the drainage improvements is \$623,396.00 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Seventy-nine (79) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$7,891.09 per lot. An annual maintenance fee equal to 2% of this basis \$157.82 will be collected for each lot. I

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understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$12,467.92 has been paid to Delaware County.

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

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

RESOLUTION NO. 04-1113

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR LOCH LOMOND ESTATES:

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

Loch Lomond Estates

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 13th day of September 2004, between **LOCH LOMOND FARM COMPANY**, as evidenced by the **LOCH LOMOND ESTATES** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 8/23/04, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

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

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

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

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

ROADWAY AND STORM DRAINAGE

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

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

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

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

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

CONSTRUCTION

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

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

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

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

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

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

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

RESOLUTION NO. 04-1114

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR GENOA FARMS SECTION 3, PHASE A AND MCCAMMON CHASE PHASE 1:

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

Genoa Farms Section 3, Phase A

The roadway to be accepted is as follows:

- An addition of 0.15 mile to **Township Road Number 1342, Genoa Farms Boulevard**

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

McCammon Chase Phase 1

The roadways to be accepted are as follows:

- An addition of 0.38 mile to **Township Road Number 1219, Abbey Knoll Drive**
- **McCammon Chase Drive**, to be known as **Township Road Number 1397**
- **Jennifer Ann Drive**, to be known as **Township Road Number 1398**

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

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

RESOLUTION NO. 04-1115

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR MCCAMMON CHASE PHASE 1:

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

Stop Conditions – McCammon Chase Phase 1

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- On Township Road Number 1219, Abbey Knoll Drive, at its intersection with Township Road Number 114, Orange Road
- On East and West Bound Township Road Number 1397, McCammon Chase Drive, at its intersection with Township Road Number 1219, Abbey Knoll Drive
- On Township Road Number 1398, Jennifer Ann Drive, at its intersection with Township Road Number 1397, McCammon Chase Drive

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

RESOLUTION NO. 04 -1116

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

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

Permit #	Applicant	Location	Type of Work
U04142	American Electric Power	Rutherford Road	Bore under road

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

RESOLUTION NO. 04-1117

IN THE MATTER OF APPROVING SPECIFICATIONS, ESTIMATE, PLAN AND SETTING BID OPENING DATE AND TIME FOR THE PROJECT KNOWN AS THE SECTION LINE ROAD INTERSECTION IMPROVEMENTS PROJECT:

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

INVITATION TO BID

Sealed proposals will be received at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. local time on Monday, October 4, 2004** for furnishing all labor, materials and equipment necessary to complete the project known as **Section Line Road Intersection Improvements Project**, and bids will be opened and read aloud. Contract documents, bid sheets, plans and specifications can be obtained at the Office of the Delaware County Engineer. Bidder must make arrangements to obtain bid packet; they will not be mailed.

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

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owner intends that this project be finished no later than November 4, 2004.

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

Bids shall be placed in a sealed envelope marked "SEALED BID FOR SECTION LINE ROAD INTERSECTION IMPROVEMENTS PROJECT".

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

Scope of work

Replacement of existing asphalt concrete at intersection with an 8.5" x 22' x 1000' concrete pad. Repair defective areas, place a 1-1/2" leveling and 1-1/4" surface course on the remainder of existing asphalt concrete road

The engineer's estimate for the project is \$459,054.70

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

RESOLUTION NO. 04-1118

IN THE MATTER OF APPROVING THE PURCHASE OF A REPLACEMENT COMPUTER FOR EMERGENCY MEDICAL SERVICES:

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

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WHEREAS, the existing notebook computer utilized by the Emergency Medical Duty Supervisors is almost 7 years old, and;

WHEREAS, we consistently experience system lock-ups that require rebooting of the system, and;

WHEREAS, computer maintenance cannot identify a cause for the system lock-ups and recommends replacing the computer, and;

WHEREAS, the acquisition of this computer was presented to the Data Board and approved;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the purchase of a desktop computer to be used by Emergency Medical Services at a cost of \$1,311.00.

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

RESOLUTION NO. 04-1119

IN THE MATTER OF ADOPTING A RESOLUTION APPROVING THE DELAWARE COUNTY HAZARDOUS MATERIALS PLAN AS RECOMMENDED BY THE DELAWARE COUNTY OFFICE OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT UNDER THE AUTHORITY OF ORC 3750.04:

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

WHEREAS, the Delaware County Local Emergency Planning Committee (LEPC) and Office of Homeland Security and Emergency Management has completed the required documentation for the County's SARA Title III Chemical Emergency Preparedness Plan in accordance with NRT-1 and other pertinent guidance; and,

WHEREAS, the state Emergency Response Commission has directed the various County's to forward their plan directly to the Ohio Emergency Management Agency for all reviews; and,

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management recommends approval of the updated Delaware County Hazardous Materials Plan for the protection of our citizens;

NOW THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby resolve to forward the Delaware County Chemical Emergency Preparedness Plan for annual review to the State Emergency Response Commission and to the Ohio Emergency Management Agency.

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

RESOLUTION NO. 04-1120

IN THE MATTER OF RENEWING THE CONTRACT FOR SNOW REMOVAL SERVICES FOR THE DELAWARE COUNTY:

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

WHEREAS, Delaware County entered into a contract with Countryside Construction Company on December 22, 2003. And;

WHEREAS, per the terms of the contract it may be renewed if agreed upon by both parties for two (2) additional one (1) year periods.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, authorize the renewal of the contract snow removal services for Delaware County for the first one (1) year period.

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

RESOLUTION NO. 04-1121

SETTING BID OPENING DATE AND TIME FOR BULK GASOLINE & DIESEL FUELS FOR DELAWARE COUNTY:

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

**PUBLIC NOTICE
INVITATION TO BID
ITB #04-09 Bulk Gasoline & Diesel Fuels**

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Notice to bidders are posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, at 101 North Sandusky Street, Delaware, Ohio 43015 at **10:00 AM on Monday, October 4, 2004**, at which time they will be publicly opened and read and multiple award contracts awarded as soon as possible, for bulk Gasoline and Diesel Fuels for Delaware County.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio during normal business hours, or off the internet at www.demandstar.com.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked " Sealed bid for Bulk Gasoline and Diesel Fuels." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

RESOLUTION NO. 04-1122

SETTING BID OPENING DATE AND TIME FOR RENTAL OF DELAWARE COUNTY HOME FARM LAND:

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

**LEGAL NOTICE
RENTAL OF DELAWARE COUNTY HOME FARM LAND
4781 County Home Road**

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 until **10:30am on Monday, October 4, 2004** at which time they will be publicly opened and read and the cash lease awarded as soon as possible. Said land being offered for lease, located at the former Delaware County Home, 4781 County Home Road, Delaware, Ohio, Brown Township.

There will be 172 of 222 acres, more or less of cropland as denoted by the ASC Maps, to be offered for rent for two (2) crop seasons from April 1, 2005, with options to renew for two (2) additional one (1) year term. 50 acres will be set aside to be used by the Delaware County Sanitary Engineer. Payment of one half of annual rent shall be made on or before April 15th and remaining one half the annual rent by November 1st of each crop season, with notice of intent to exercise options to extend lease for one year period, to be submitted to County Commissioners in writing by October 15th preceding the crop year for extension. Lease will provide renter exercise such recommended agriculture practices as directed by a resource management plan developed in cooperation with the Soils and Water Conservation District and USDA Natural Resource Conservation Service to include crop rotation of conservation till corn, no-till soybeans, and no-till wheat. Said lease shall be for purpose of use of land for crop purposes and does not provide for use of buildings, utilities or pasturing livestock.

Bid blanks may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., Delaware, Ohio during normal business hours.

Bids will be opened, tabulated awarded according to the discretion of the Board of Commissioners. The Commissioners reserve the right to reject any and all bids, to waive any irregularities or informalities on each bid.

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

RESOLUTION NO. 04-1123

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Paul Sandstrom has accepted the Operations Manager/Superintendent with the OECC Department; effective date September 13, 2004.

William Jackson with the EMS Department will serve a 120-day probationary period effective September 8, 2004 and ending January 5, 2005.

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

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RESOLUTION NO. 04-1124

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR THE LAKES AT GOLF VILLAGE AND GOLF VILLAGE SECTION 5, PHASE A:

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

The Lakes At Golf Village	1,473 feet of 8 inch sewer	7 manholes
Golf Village Section 5, Phase A	2,520 feet of 8 inch sewer	11 manholes
Vote on Motion	Mr. Jordan	Aye Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 04-1125

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR AVONLEA SUBDIVISION:

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

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mrs. Martin	Aye
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RESOLUTION NO. 04-1126

IN THE MATTER OF APPROVING THE AGREEMENT AND NOTICE TO PROCEED LETTER BETWEEN DELAWARE COUNTY AND COUNTRYSIDE COMPANIES, INC. FOR THE SHAWNEE SQUARE WASTEWATER TREATMENT PLANT REMOVAL & DISPOSAL:

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

AGREEMENT

THIS AGREEMENT, MADE THIS 13th day of September 2004, by and between DELAWARE COUNTY, hereinafter called "OWNER" and COUNTRYSIDE COMPANIES, INC. doing business as a corporation, hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements hereinafter Mentioned:

1. The CONTRACTOR will furnish, install and deliver the SHAWNEE SQUARE WASTEWATER TREATMENT PLANT REMOVAL & DISPOSAL.
2. The CONTRACTOR will furnish all of the services described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of:
\$ 48,603.75.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for BIDS
 - (B) Information for BIDDERS
 - (C) BID
 - (D) Form of Noncollusion Affidavit
 - (E) Agreement
 - (F) Legal and Fiscal Officers
 - (G) NOTICE OF AWARD
 - (H) NOTICE TO PROCEED
 - (I) CHANGE ORDER

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(J) General Conditions

(K) SPECIFICATIONS

(L) ADDENDA:

No. None, dated _____, 20____

- 6. The OWNER will pay the CONTRACTOR in full within 30 days after delivery and acceptance of an invoice.

NOTICE TO PROCEED

TO: Countryside Companies, Inc.
P.O. Box 389
Delaware, Ohio 43015

Date: September 13, 2004

Project Description: Shawnee Square Wastewater Treatment Plant Removal & Disposal. You are hereby notified to commence WORK in accordance with the Agreement dated August 24, 2004, on October 1, 2004. The date of completion of all WORK is October 30, 2004.

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

RESOLUTION NO. 04-1127

IN THE MATTER OF ADOPTING RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR:

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

WHEREAS, The Board of County Commissioners placed on the November 1998 ballot the continuance of .75% sales tax effective January 1, 1999, with .25% to go towards a 1.00 mill roll back of the General Fund Property Tax collection during 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, and 2008; and

WHEREAS, The Board of County Commissioners has passed Resolution No. 04-1049 to reduce the property tax collection rate from 1.8 mills to 1.0 mill for tax year 2004 for collection in year 2005 in accordance with ORC 5705.313 (A) (2)

WHEREAS, the Budget Commission of Delaware County, Ohio has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation;

THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Delaware County, Ohio that the amounts and rates as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further resolved, that there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES

DELAWARE COUNTY TAX YEAR 2004	Amount		County Auditor's	
	Approved by Budget Commission	Amount to Be Derived from levies	Estimate of Tax Rate to be Levied	
FUND	Inside 10 M. Limitation	Outside 10 M. Limitation	Inside 10 M. Limit	Outside 10 M. Limit
General Fund	4,558,478		1.00	
Permanent Improvement Fund	455,848		0.10	
Developmental Disabilities Fund		8,229,352		2.10
9-1-1- Operations Fund		1,056,451		0.31
TOTAL	5,014,326	9,285,802	1.10	2.41

BE IT RESOLVED, that the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

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

RESOLUTION NO. 04-1128

IN THE MATTER OF AUTHORIZING DELAWARE COUNTY TO ENTER INTO A HOUSING REVOLVING LOAN FUND (RLF) AGREEMENT WITH THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD):

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

WHEREAS, the Ohio Department of Development through its Office of Housing and Community Partnerships (“OHCP”) administers the federal Community Development Block Grant (“CDBG”) Program and the HOME Investment Partnerships (HOME) Program for the State of Ohio;

WHEREAS, Delaware County has been determined to be an eligible recipient of CDBG and/or HOME funds
WHEREAS, Delaware County has been awarded CDBG and/or HOME funds from the Ohio Department of Development for use to finance eligible activities that may generate program income as defined herein;

WHEREAS, the Ohio Department of Development has recognized the positive impact on community development initiatives when the use of program income is locally determined;

WHEREAS, Delaware County has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary goals of: 1.) Improving the affordable housing stock and 2.) Providing for the affordable housing needs of low-and moderate-income persons of the Housing Revolving Loan Fund; and

WHEREAS, Delaware County Commissioners have adopted this Resolution on September 13, 2004, authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. That the Board of Commissioners authorizes Delaware County to enter into, and authorizes the Delaware County Economic Development Director to enter into a Housing RLF Administration Agreement with the Ohio Department of Development, in a form as required by the State of Ohio, for the period of January 1, 2004 to December 31, 2006.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Housing Revolving Loan Fund Administration Agreement (the “Agreement”) is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the “Ohio Department of Development”), and **Delaware County Commissioners**, located at **101 N. Sandusky St., Delaware, Ohio** with F.T.I. Number: FTI 31-6400065 (the “Delaware County”), for the period beginning **January 1, 2004** and ending **December 31, 2006**.

STATEMENT OF THE AGREEMENT

1. Revolving Loan Fund Capitalization. Delaware County shall deposit any and all Housing Program Income, as defined herein, derived from CDBG Community Housing Improvement Program (CHIP) and HOME funds awarded by the Ohio Department of Development to the Delaware County pursuant to the grant awards and/or activities as set forth in this Agreement into a Housing Revolving Loan Fund Account. For the purposes of this Agreement, Program Income is defined as gross income received by the recipient directly generated from the use of CDBG CHIP and/or HOME funds. Furthermore, the Housing Revolving Loan Fund (“RLF”) is defined as a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OHCP’s Housing Program Income Policies and Procedures Manual, which, in turn, generate payments to the fund (“RLF Funds”) for the continued use in carrying out the same activities.

2. RLF Plan and Use of Funds. Delaware County has adopted a Community Housing Improvement Strategy (CHIS) and a copy of the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Ohio Department of Development. Delaware County agrees to update its current CHIS and Local Policy and Procedures Manual according to the established 5-year schedule and submit the revisions to the Ohio Department of Development for approval. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Ohio Department of Development in the OHCP Housing Policies and Procedures Manual. The policy and procedures manual must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults. Any changes to the local policy and procedures manual must be submitted to Ohio Department of Development for review. Delaware County shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OHCP’s

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Housing RLF Policies and Procedures Manual and the local Housing Policy and Procedures Manual. All housing program income funds must be expended in compliance with all of the Community Housing Improvement Program (CHIP) requirements, including those found in the Ohio Department of Development Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

3. Reporting Requirements. Delaware County shall submit Housing Semi-Annual Program Income Reports to Ohio Department of Development within thirty (30) days after receipt of the June 30 and December 31 Housing Semi-Annual Program Income Report of each year. The Housing Semi-Annual Program Income Report shall include information for housing program income. Delaware County shall also file an Annual Other Program Income Report due March 31 of each year in which this Agreement is in effect.

4. Compliance with General CDBG and HOME Requirements. Delaware County shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

5. Compliance with Environmental Requirements. Delaware County shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with CDBG Program Income. Delaware County agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.

6. Prevailing Wage Rates and Labor Standards. Delaware County shall comply with Section 570.605; Labor Standards of the Regulations published by HUD for Community Development Block Grants and the HOME program labor provisions and apply the federal Davis Bacon Labor Standards where required.

7. Acquisition and Relocation. Delaware County shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Delaware County shall comply with the process established under the Anti-Displacement and Relocation Plan.

8. National Objective Requirements. Delaware County shall ensure that all projects funded as a result of this Agreement meet the national objective of the provision of a housing related direct benefit for low-and-moderate income persons. Any projects not meeting this requirement must submit a request for waiver to Ohio Department of Development. Ohio Department of Development will review the request to determine if the project meets a CDBG or HOME National Objective. Written approval from Ohio Department of Development must be received prior to the local jurisdiction issuing approval for the project.

9. Suspension and Termination. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other. Ohio Department of Development reserves the right to suspend the administration of the Housing RLF at any time for failure of the Delaware County or its designated administrative agent to administer the local RLF in compliance with the OHCP Housing Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Delaware County and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Ohio Department of Development placing the RLF Funds on hold or recapturing the RLF Funds. Ohio Department of Development also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OHCP Housing RLF Policies and Procedures Manual and the local Policy and Procedures Manual.

10. Subrecipient Agreements. Delaware County shall not subgrant the Program Income funds to any other local political jurisdiction or non-profit agency. Delaware County may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Delaware County. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Delaware County to notify OHCP within fifteen days of any change in status of the designated administrative agent.

11. Term of the Agreement. This Agreement shall begin as of January 1, 2004 and shall expire on December 31, 2006. At least sixty (60) days prior to the expiration of this Agreement, Ohio Department of Development will determine if the Delaware County continues to have the capacity to administer the RLF Funds based on the performance of the Delaware County and its designated administrative agent. Ohio Department of Development shall promptly notify Delaware County in writing of a determination questioning administrative capacity. Ohio Department of Development reserves the right to determine if the State of Ohio will renew the Housing Revolving Loan Fund Administration Agreement to allow the Delaware County to administer the RLF, have the Delaware County close out the RLF by executing a CDBG or HOME Closeout Agreement or recapture the RLF Funds.

12. Records, Access and Maintenance. Delaware County shall establish and maintain for at least four (4) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of a RLF as set forth in the OHCP Housing RLF Policies and Procedures Manual. Both parties further agree that records required by the Ohio Department of Development with respect to any questioned costs, audit disallowances, litigation or dispute between the Ohio Department of Development and the Delaware County shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this

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Agreement as provided in Section 9 of this Agreement, or if for any other reason the Ohio Department of Development shall require a review of the records related to the RLF Funds, the Delaware County shall, at its own cost and expense, segregate all such records related to the RLF Funds from its other records of operation.

13. Audits and Inspections. Delaware County shall, at any time during normal business hours upon written notice and as often as Ohio Department of Development may deem necessary, make available to Ohio Department of Development, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of all contracts, loans and disbursements and shall permit Ohio Department of Development to audit, examine and make excerpts or transcripts from such records. Delaware County shall ensure that the RLF Funds are audited according to the requirements of the ODOT Grant Administration Guidelines-Audits that is not attached hereto, but incorporated by reference.

14. Equal Employment Opportunity. Delaware County shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. Delaware County shall take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. Delaware County shall, in all solicitations or advertisements or advertisements for employees placed by or on behalf of the Delaware County, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. Delaware County shall incorporate the requirements of this paragraph in all its respective contracts for any of the work prescribed herein (other than subcontractors for standard commercial supplies or raw materials), and the Delaware County will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

15. Indemnification. To the extent permitted by law, the Delaware County shall hold the Ohio Department of Development harmless from any and all liabilities or claims caused by or resulting from Delaware County's performance of the obligations or activities in furtherance of this Agreement. Delaware County shall reimburse the Ohio Department of Development for any judgments arising from Delaware County's actions or inactions that may be obtained against the Ohio Department of Development, including, but not limited to, judgments for infringements of patents or copyrights. Delaware County agrees to reimburse the Ohio Department of Development for all costs incurred by the Ohio Department of Development in defending any such claims or legal actions if called upon by the Ohio Department of Development to do so.

16. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the Delaware County of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Ohio Department of Development of any of its rights hereunder.

17. Miscellaneous.

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. All actions regarding this Agreement shall be formed and venued in a court of competent subject matter jurisdiction in Franklin county, Ohio.

c. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In the case of the Ohio Department of Development, to :

Ohio Department of Development
Office of Housing and Community Partnerships
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001

2. In the case of the Delaware County, to:

Delaware County

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101 N. Sandusky St.
 Delaware, Ohio 43015

f. Amendments or Modifications. Either party may, at any time during the term of this Agreement, request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Delaware County without the prior express written consent of the Ohio Department of Development.

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

RESOLUTION NO. 04-1129

9:45 AM - IN THE MATTER OF PUBLIC HEARING #2 TO CONSIDER THE REQUEST BY THE COOP RESTAURANT FOR A DELAWARE COUNTY REVOLVING LOAN (RLF):

It was moved by Mr. Ward, seconded by Mr. Jordan to open the hearing.

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

RESOLUTION NO. 04-1130

IN THE MATTER OF CLOSING THE PUBLIC HEARING #2 FOR THE REQUEST BY THE COOP RESTAURANT FOR A DELAWARE COUNTY REVOLVING LOAN (RLF):

It was moved by Mr. Ward, seconded by Mr. Jordan to close the hearing.

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

RESOLUTION NO. 04 -1131

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY RLF FUNDS FOR THE COOP, LLC ECONOMIC DEVELOPMENT PROJECT:

It was moved by Mr. Ward, seconded by Mr. Jordan to authorize the use of Delaware RLF Funds for The Coop, LLC Economic Development Project:

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

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

WHEREAS, the County's RLF Loan Review Committee has reviewed the application and supporting documentation for The Coop Economic Development Project and has recommended RLF participation in same.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT RESOLVED that the Delaware County Board of Commissioners, does hereby approve a loan in the amount of \$127,600 from the Delaware County Revolving Loan Fund to **The COOP, LLC** (the Company) to complete the financing of the referenced project. Said loan shall be made at a fixed rate of 3.5% for 7 years, subject to the following terms and conditions as recommended by the Delaware County RLF Review Committee and required by the RLF program:

Section 1: Final approval of a renovation and expansion loan from Community South Bank (CSB) to The Coop, LLC in the amount of \$150,000 per CSB's Commitment Letter Dated June 28, 2004.

Section 2: The loan shall be secured by a Security Agreement on the equipment to be purchased with the proceeds of the RLF loan, plus a personal guaranty and corporate guaranty of repayment of said loan shall be provided by the owner of the Company and the Company.

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Section 3: Key person Life Insurance on The Coop, LLC owners Denise E. Dunlap and Carol Arthur in the amount of the RLF loan.

Section 4: The Coop, LLC agrees to any and all Federal Davis Bacon Prevailing Wage requirements and CDBG bidding requirements as applicable to said project.

Section 5: Use by the Company of current HUD Low-Moderate Income (LMI) Limit levels for Delaware County, CDBG Job Certification and Verification Forms to verify and certify levels of jobs created by the project.

Section 6: Upon passage of this resolution, approval of the Legally Binding Loan Documents for this project by the Delaware County Prosecutor's Office, and approval of the RLF Project Report Form for this project by the Ohio Department of Development, Deborah B. Martin, President of the Board of County Commissioners, shall be authorized to execute the Legally Binding Document for the RLF financing for the referenced project.

Section 7: Upon passage this resolution shall be immediately in effect.

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

Prosecutor David A. Yost -Delaware County Fair Grounds Concealed Carry signs.

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners