

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 9, 2005

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

- 9:45 AM Date And Time For A Public Hearing #2 To Consider The Funding Of Public Roadway/Infrastructure Improvements Associated With The Planned American Showa, Inc. Expansion Project And Possible Inclusion Of The Proposed Oberfield’s, Inc. Expansion Project, In The Village Of Sunbury
- 1:30 PM Date And Time For Viewing For Consideration Of The Nuckles #20 Watershed Ditch Petition Filed By Ken Walton, Charles Sheets And Others

PUBLIC COMMENT

RESOLUTION NO. 05-536

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 5, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held May 5, 2005 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-537

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR056 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR056:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR056, memo transfers in batch numbers MTAPR056 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO’s</b>			
Central OH Landscape	Lawn Care for EMS Stations	10011303-5328	\$ 8,000.00
<b>Vouchers</b>			
AEP	Service to Scioto Reserve	66011913-5338	\$ 5,421.33
Moyno Inc.	Rebuild of Sludge Pumps	65211919-527027010	\$ 6,896.40
Countryside Companies	Demolition For New Shawnee Square	66011909-5410	\$ 27,003.75
State of OH Treasurer	State Audit	10011102-5301	\$ 15,968.72
Kindercare/Hard Rd.	Day Care	22411610-5348	\$ 5,312.00
Del Area Career Center	ABLE	22411603-5348	\$ 11,560.09
CEBCO	June 05 Premiums & Claims	60211902-537037030	\$ 651,308.84
AEP	Utility	65211919-533833802	\$ 35,573.67
Postmaster	Mailing of Property Tax invoices	10011105-5331	\$ 8,000.00

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05 -538

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Court of Common Pleas is requesting that Robin Halliwell attend a Diversity Issues and Problem Gambling Seminar in Columbus, Ohio June 2, 2005, at the cost of \$15.00.

The Administrative Services Department is requesting that Terry Lyn Conant attend a CCAO/OCDWA Summer Conference in Wooster, Ohio June 19-21, 2005, at the cost of \$250.00.

The EMS Department is requesting that Brent Staley and Chris Curtin attend a NEMISIS Software Development Conference in Washington DC May 25, 2005, at the cost of \$975.00.

The EMS Department is requesting that Todd Barstow attend an Effective Communications Training Course at the Ohio EMA June 7-9, 2005, at no cost.

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The Facilities Department is requesting that Jon Melvin and Jack Prim attend a CCAO Summer Conference in Wayne County, June 20, 2005, at the cost of \$150.00.

Vote on Motion                      Mr. Ward                      Aye                      Mr. Jordan                      Aye                      Mr. Evans                      Aye

RESOLUTION NO. 05-539

ADOPTING RESOLUTION OF CONGRATULATIONS TO JOEY COLLARD UPON EARNING HIS EAGLE SCOUT AWARD:

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

Whereas, Joey Collard has been a member of Boy Scout Troop # 300, and

Whereas, Joey Collard has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and

Whereas, The Board of Commissioners of Delaware County wishes to express congratulations to, Joey Collard on earning the Eagle Scout Award.

Now Be It Resolved, That the Board of County Commissioners of Delaware County hereby officially congratulates, Joey Collard on attaining Scouting’s highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents.

Vote on Motion                      Mr. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-540

IN THE MATTER OF APPROVING A LIQUOR LICENSE TRANSFER REQUEST FROM POWELSON INC. TO ALSHAHAL ENTERPRISE LLC. DBA OBEES DELI MARKET AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Troy Township Trustees of a Transfer Request for C1 and C2 permits from Powelson Inc. to Alshahal Enterprise LLC. DBA Obees Deli Market located at 2319 US23 North Troy Township, Delaware, Ohio 43015, and

Whereas, the Troy Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion                      Mr. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Nay

RESOLUTION NO. 05-541

IN THE MATTER OF APPROVING PLAT FOR SAGE CREEK SECTION 4 PHASE 1 PART 1:

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

Sage Creek Section 4 Phase 1 Part 1

Situated In The State Of Ohio, County Of Delaware, Township Of Berkshire And Township Of Trenton, Being Part Of Lot 24 Of Section 4 ( Quarter Township 4) Of Township 4 North, Range 17 West, And Being Part Of Lot 11 Of Section 3 (Quarter Township 3) Of Township 4 North, Range 16 West Of The United States Military Lands. Containing 17.265 Acres Of Land, More Or Less, Being Part Of Parcel Three (14.02 Acres By Deed), And Part Of Parcel Two (32.04 Acres By Deed) Conveyed To SJDJ, Ltd, Recorded In Official Record Volume 182, Page 1686, All Records Being Of The Recorder’s Office, Delaware County, Ohio. Cost \$15.00.

Vote on Motion                      Mr. Ward                      Aye                      Mr. Jordan                      Aye                      Mr. Evans                      Aye

RESOLUTION NO. 05-542

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**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR WEDGEWOOD PARK 2, PHASE C AND TARTAN FIELDS PHASE 21:**

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

**Wedgewood Park 2, Phase C**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 9<sup>th</sup> day of May 2005, between **VIRGINIA HOMES**, as evidenced by the **WEDGEWOOD PARK 2, PHASE C** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 4/14/05, 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 **FIFTY-FOUR THOUSAND SEVEN HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

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

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

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

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

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**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.

**Tartan Fields Phase 21**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 9<sup>th</sup> day of May 2005, between **NHG DEVELOPMENT GROUP**, as evidenced by the **TARTAN FIELDS PHASE 21** 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 3/25/05, 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 **THIRTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-SEVEN 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

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at the end of the maintenance period.

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

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

Vote on Motion                      Mr. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Aye

**RESOLUTION NO. 05-543**

**IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR NORTHPOINT MEADOWS SECTION 2:**

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

**Northpoint Meadows Section 2**

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 2005 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$30,200** for the duration of the one year maintenance period. A Letter of Credit in that amount is available. He also request approval to return the Letter of Credit being held as construction surety to the developer, Maronda Homes.

Vote on Motion                      Mr. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

**RESOLUTION NO. 05 -544**

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

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

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Permit #	Applicant	Location	Type of Work
U05085	Consolidated Electric	Brindle Road	Install underground wire
U05086	Consolidated Electric	Chambers Road	Bore under road
U05087	Consolidated Electric	Ostrander Road	Replace 2 poles
U05088	Verizon	Merchant Road	Place buried cable
U05089	Verizon	Steitz Road	Place buried cable

Vote on Motion                      Mr. Ward                      Aye                      Mr. Jordan                      Aye                      Mr. Evans                      Aye

RESOLUTION NO. 05 -545

IN THE MATTER OF APPROVING AN AGREEMENT WITH COLUMBUS SOUTHERN POWER COMPANY:

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

AGREEMENT

THIS AGREEMENT made and entered into as of this 9<sup>th</sup> day of May, 2005, by and between COLUMBUS SOUTHERN POWER COMPANY hereinafter referred to as "CSP", and DELAWARE COUNTY COMMISSIONERS, hereinafter referred to as "DELAWARE",

WITNESSETH:

WHEREAS, DELAWARE has requested CSP to install an additional structure on the existing SAWMILL – HYATT 138 kV LINE (herein the “Transmission Line”), to provide additional electric clearance to the proposed Sawmill Parkway Extension

WHEREAS, CSP agrees to install this additional structure approximately at Sawmill Parkway Extension Highway Station 193+68, 70’ Right using a self-supporting steel pole, at a preliminary estimated cost to DELAWARE of one hundred one thousand and six hundred Dollars (\$101,600.00) and subject to the following terms and conditions:

DELAWARE AGREES TO:

1. Pay the actual cost of the installation of the additional structure including all company overheads and expenses associated with said installation as reasonably determined by CSP after work is completed. If the actual cost of the installation of the additional Transmission structure is less than \$101,600.00, CSP will refund the difference between the actual cost and the total DELAWARE within sixty (60) days of completion of the relocation. If the actual cost of the installation of the additional Transmission structure is more than \$101,600, CSP will bill DELAWARE for the additional amount owed to CSP upon completion of the project, and DELAWARE will pay such amount to CSP within sixty (60) days of receipt of such invoice. CSP agrees to provide reasonable supporting documentation to DELAWARE which substantiates CSP’s final cost.
2. Relocate, or have relocated, at its expense, all existing overhead and/or underground utility or other facilities that may interfere with the desired location of the Transmission Line or with pole or guy locations in connection therewith. All final pole, structure, or guy locations shall comply with all applicable clearance and other requirements set forth by American Electric Power, the National Electric Safety Code, DELAWARE, and other affected utility providers.
3. Shall assist CSP with contacting the current property owner and having them sign a Supplemental Deed of Easement (Easement #75206-2) granting CSP permission to install this additional steel pole.

CSP AGREES TO:

1. Obtain any and all permits or applications deemed necessary by any agencies or government bodies, including without limiting the generality of the foregoing, all permits required by the Public Utilities Commission of Ohio (PUCO), involving the installation of an additional structure on the existing Transmission Line. DELAWARE will provide all reasonable assistance requested by CSP to secure such permits. CSP shall have no obligation to proceed with any work until all necessary regulatory approval(s) are obtained, and if such approvals cannot reasonably be obtained, then CSP is under no obligation to install this additional structure, and this agreement shall be null and void.

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- 2. Make all reasonable attempts to complete the installation of the additional structure in a timely manner.

General:

- 1. This agreement may not be assigned by either party without the express prior written consent of the other, which shall not be unreasonably withheld.
- 2. This agreement shall be interpreted in accordance with the laws of the State of Ohio.
- 3. The parties shall comply with all applicable laws, regulations, and codes governing the relocation of the Transmission Line, and the construction thereof.
- 4. DELAWARE agrees to release CSP, and its agents, employees, officers and assigns from any and all liability associated with the installation of the additional structure, including reasonable attorney fees, that is occasioned by the negligent acts or omissions or willful misconduct of DELAWARE. CSP agrees to release DELAWARE, and its agents, employees, officers and assigns from any and all liability associated with the installation of the additional structure, including reasonable attorney fees, that is occasioned by the negligent acts or omissions or willful misconduct of CSP.

Vote on Motion                      Mr. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-546

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE CONTRACT WITH NICKOLAS SAVKO & SONS, INC. FOR THE OLENTANGY CROSSINGS TIF PROJECT:

It was moved by Mr. Ward, seconded by Mr. Evans to accept the following Bid and approving the following contract:

Olentangy Crossings TIF Project-Bid Opening of April 27, 2005

As the result of the referenced bid opening, the Engineer recommends that a bid award be made to Nickolas Savko & Sons, Inc, the low bidder for the project. A bid tabulation is available for your information.

CONTRACT

AGREEMENT, made and entered into this 9<sup>th</sup> day of May, 2005 by and between the DELAWARE COUNTY COMMISSIONERS, Delaware County, Ohio, and hereinafter designated as FIRST PARTY, and NICKOLAS SAVKO & SONS, INC. hereinafter designated as SECOND PARTY.

WITNESSETH, that said SECOND PARTY, for and in consideration of the sum of ONE MILLION TWO HUNDRED EIGHTY-EIGHT THOUSAND ONE HUNDRED THIRTY DOLLARS AND TWENTY CENTS (\$1,288,130.20), based on unit prices on the attached Bid Blank, to be paid as hereinafter specified, hereby agrees to furnish unto said FIRST PARTY, all the necessary material, labor and equipment required to complete the project known as OLENTANGY CROSSINGS TIF PROJECT, in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this Contract.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the Delaware County Engineer. Work is to be completed on or before July 29, 2005.

THE SECOND PARTY hereby agrees to hold the County free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said SECOND PARTY, his sub-contractors, agents or employees.

SECOND PARTY further agrees to pay the Prevailing Wage Rate in accordance with Section 4115 of the Ohio Revised Code and to furnish the Delaware County Engineer a certified copy of the Contractor’s payroll. Contractor is also responsible providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

Vote on Motion                      Mr. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-547

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

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It was moved by Mr. Evans, seconded by Mr. Ward 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 76 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 loved 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 2005 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. Ward                      Aye                      Mr. Jordan                      Aye                      Mr. Evans                      Aye

RESOLUTION NO. 05-548

IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS KINDERCARE LEARNING CENTER NEVERLAND AND KINDERCARE LEARNING CENTER SAWBURY:

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

Kindercare Learning Center Neverland

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1

This amendment, effective April 1, 2005, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare Learning Center Neverland entered into on the 30th day of November, 2004.

Article 4. Cost and Delivery of Purchased Services:

Payment Rates:

(1) Basic Rates (All rates are per week)					
Full Time:			Part Time:		
	From	To	From	To	
Infant	\$138.00	\$144.90	\$93.00		\$97.65
Toddler	\$123.00	\$129.15	\$82.00		\$86.10
Preschool	\$108.00	\$113.40	\$72.00		\$75.60
School age	\$100.00	\$105.00	\$67.00		\$70.35
Before& After School	\$81.00	\$85.05		\$67.00	\$70.35
Before or After School	\$71.00	\$74.55	\$67.00		\$70.35

Kindercare Learning Center Sawbury

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 1

This amendment, effective April 1, 2005, is to amend the Purchase of Child Care Services Contract between the



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Delaware County Department of Job and Family Services and Kindercare Learning Center Sawbury entered into on the 30th day of November, 2004.

Article 4. Cost and Delivery of Purchased Services:

Payment Rates:

	(2) <b><u>Basic Rates</u></b> (All rates are per week)			
	<b>Full Time:</b>		<b>Part Time:</b>	
	From	To	From	To
Infant	\$152.00	<b>\$159.60</b>	\$102.00	<b>\$107.10</b>
Toddler	\$131.00	<b>\$137.55</b>	\$88.00	<b>\$92.40</b>
Preschool	\$114.00	<b>\$119.70</b>	\$76.00	<b>\$79.80</b>
School age	\$103.00	<b>\$108.15</b>	\$69.00	<b>\$72.45</b>
Before& After School		<b>\$88.00</b>		<b>\$72.45</b>

Vote on Motion                      Mr. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Aye

**RESOLUTION NO. 05-549**

**IN THE MATTER OF APPROVING A GRANT RENEWAL APPLICATION FOR AN OHIO DEPARTMENT OF ALCOHOL AND DRUG ADDICTION SERVICES FOR A FAMILY DRUG COURT PROGRAM:**

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

1.        **Grant # 99-09018-DCRT-T-04-0005**  
          Source: ODADAS  
          Grant Period:        July 1, 2005 to June 30, 2007

Grant Request Amount:	\$73,500.00
Match:	\$0.00
Total Grant Amount:	\$73,500.00*

The ODADAS Grant Program partially funds the Drug Court Coordinator position, one Magistrate position, and one Deputy Clerk position. No match dollars are required. All staff members paid from this grant are well aware that their positions are grant funded and contingent on continued funding.  
\*The budget is for FY06 only. A new budget will be required for FY07.

Vote on Motion                      Mr. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

**RESOLUTION NO. 05-550**

**IN THE MATTER OF APPROVING A GRANT RENEWAL APPLICATION FOR A JUVENILE COURT T.E.A.M. MENTOR PROGRAM GRANT:**

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

- Grant # 21-09018-YMENT-P-04-0221**  
          Source: ODADAS  
          Grant Period:        July 1, 2005 to June 30, 2007

Grant Request Amount:	\$38,500.00
Match:	\$9,754.00
Total Grant Amount:	\$48,254.00*

The ODADAS Grant Program fully funds the T.E.A.M. Mentor Program Coordinator position, and partially funds one Intake Officer position. No general fund dollars are required for the match. All staff members paid from this grant are well aware that their positions are grant funded and contingent on continued funding.  
\*The budget is for FY06 only. A new budget will be required for FY07.

Vote on Motion                      Mr. Ward                      Aye                      Mr. Jordan                      Aye                      Mr. Evans                      Aye

**RESOLUTION NO. 05-551**

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

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

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Judy McCormick has resigned her position with the Department of Job and Family Services; effective date May 20, 2005.

Rhonda Griffith will be required to take 80 hours of leave without pay for the pay period of 0501010 effective April 23, 2005.

Sandra Fouty has retired from her employment with the Child Support Enforcement Agency; effective date April 29, 2005.

Dan Lemke with the Code Compliance Department is transferring from a Building Inspector to a Residential Plans Examiner; effective date May 23, 2005.

Bill Johnson with the Code Compliance Department is transferring from a Building Inspector to a Residential Plans Examiner; effective date June 6, 2005.

Wendy Fox has accepted a promotion to The Lead Clerk Position with the Code Compliance Department; effective date May 16, 2005.

Joseph Evans has accepted the Building Inspector Position with the Code Compliance Department; effective date May 23, 2005.

Vote on Motion                      Mr. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Aye

**Kevin Williams presented a recognition award from Kodak Microfilm Processing Program to the Delaware County Records Center for processing performed to specified professional standards**

**RESOLUTION NO. 05-552**

**IN THE MATTER OF ACCEPTING AND AWARDING THE BIDS FOR CALCIUM NITRATE SOLUTION, FERRIC CHLORIDE SOLUTION, SODIUM HYPOCHLORITE SOLUTION AND EMULSION POLYMER SOLUTION FOR THE ENVIRONMENTAL SERVICES DEPARTMENT:**

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

**Calcium Nitrate Solution**

Recommended bid for Calcium Nitrate to US Filter \$0.486 per lb.

**Ferric Chloride Solution**

Recommended bid for Ferric Chloride to Kemiron Companies. - \$0.1395/lb

**Sodium Hypochlorite Solution**

Recommended bid for Sodium Chloride Solution to KOK Products -\$0.704/lb

**Emulsion Polymer Solution**

Recommended bid for Emulsion Polymer Solution to Polydyne, Inc.- \$0.92/lb

Results of Bid opening for Chemicals . (Bids were accepted on April 18, 2005)

Calcium Nitrate	Company	Price/results
	Altivia	\$0.4967/ lb
	Bonded	\$0.49857/ lb
		price firm for only one year not two, as required
	* US Filter	\$0.486/lb
Ferric Chloride	Bonded	\$0.1699/lb
	* Kemiron	\$0.1395/lb
	PVS Technologies, Inc.	\$0.1875/lb
Sodium Hypochlorite	* KOK Products	\$0.704/lb
	Bonded	\$0.7465/lb
Emulsion Polymer	* Polydyne Inc.	\$0.92/lb
	Tidewater Products	\$1.22/lb

\* recommended

Vote on Motion                      Mr. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

**RESOLUTION NO. 05-553**

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IN THE MATTER OF APPROVING CHANGE ORDERS WITH COMPLETE GENERAL CONSTRUCTION COMPANY FOR BID PACKAGE 1 (SITEWORK); KENNY HUSTON FOR BID PACKAGE 5 (MASONRY); WANNER METAL WORX FOR BID PACKAGE 6 (MISCELLANEOUS METALS); RE:SOURCE OHIO FOR BID PACKAGE 11 (FLOORING); BRUNER CORPORATION FOR BID PACKAGES 12 & 14 (HVAC & PLUMBING) AND JESS HOWARD ELECTRIC FOR BID PACKAGE 15 (ELECTRICAL) FOR THE NEW DORMITORY AND JAIL RENOVATIONS TO THE DELAWARE COUNTY JAIL:

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

<b>Complete General Construction Company</b>	
Original Contract	\$609,000.00
Change Order #1	\$ 8,619.13
Change Order #2	\$ 2,821.06
<b>Revised Contract Amount</b>	<b>\$620,440.19</b>

<b>Kenny Huston</b>	
Original Contract	\$1,120,000.00
Previous Change Order	\$ 3,466.30
Change Order #5	\$ 1,038.75
<b>Revised Contract Amount</b>	<b>\$1,124,505.05</b>

<b>Wanner Metal Worx</b>	
Original Contract	\$191,070.00
Previous Change Order	\$ 13,090.19
Change Order #5	\$ 3,724.45
<b>Revised Contract Amount</b>	<b>\$207,884.64</b>

<b>Re:Source Ohio</b>	
Original Contract	\$75,900.00
Previous Change Order	\$ 1,235.00
Change Order #2	(\$2,450.00)
<b>Revised Contract Amount</b>	<b>\$74,685.00</b>

<b>Bruner Corporation</b>	
Original Contract	\$1,009,013.00
Previous Change Order	\$ 12,296.00
Change Order #3	\$ 9,221.00
Change Order #4	\$ 14,633.00
Change Order #5	\$ 2,028.00
<b>Revised Contract Amount</b>	<b>\$1,047,191.00</b>

<b>Jess Howard</b>	
Original Contract	\$1,153,315.00
Previous Change Order	\$ 29,934.19
Change Order #5	\$ 2,195.21
<b>Revised Contract Amount</b>	<b>\$1,185,444.40</b>

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye
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RESOLUTION NO. 05-554

IN THE MATTER OF APPROVING CHANGE ORDERS WITH WANNER METAL WORX FOR BID PACKAGE 6 (MISCELLANEOUS METALS) AND VALLEY SECURITY COMPANY FOR BID PACKAGE 7 (DETENTION EQUIPMENT) FOR THE NEW DORMITORY AND JAIL RENOVATIONS TO THE DELAWARE COUNTY JAIL:

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

<b>Wanner Metal Worx</b>	
Original Contract	\$191,070.00
Previous Change Order	\$ 7,642.21
Change Order #2	\$ 4,325.47
<b>Revised Contract Amount</b>	<b>\$203,037.68</b>

<b>Valley Security</b>	
Original Contract	\$544,960.00
Change Order #1	(\$4,325.47)

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Revised Contract Amount \$540,634.53

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-555

IN THE MATTER OF APPROVING CHANGE ORDERS WITH VALLEY SECURITY COMPANY FOR BID PACKAGE 7 (DETENTION EQUIPMENT) AND WILLIAMSON BUILDERS, INC. FOR BID PACKAGE 9 (DRYWALL) FOR THE NEW DORMITORY AND JAIL RENOVATIONS TO THE DELAWARE COUNTY JAIL:

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

Valley Security  
Original Contract \$544,960.00  
Previous Change Order (\$4,325.47)  
Change Order #2 (\$ 3,500.00)  
Revised Contract Amount \$537,134.53

Williamson Builders  
Original Contract \$330,800.00  
Previous Change Order \$ 2,330.60  
Change Order #4 \$ 2,214.71  
Revised Contract Amount \$335,345.31

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-556

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE PICA CORPORATION (PROFESSIONAL INVESTIGATION AND CONSULTING AGENCY) FOR INDIGENCE VERIFICATION/ DETERMINATION FOR PUBLIC DEFENDER APPOINTMENT:

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

CONTRACT

PICA Corporation, Professional Investigation and Consulting Agency, would agree to act in the capacity of agent of the courts of Delaware County, Ohio, collectively, for purposes of initial determination of eligibility for appointment of public defenders. PICA Corp. is licensed by the Ohio State Department of Homeland Security and as such, is regulated by the State of Ohio.

Objective

The objective of the project would be to deter abuse of the public defender system in Delaware County, Ohio. By providing verification services for sample numbers of applicants and consultation services for processes, PICA will assist in ensuring that public funds are utilized appropriately for those applicants who are statutorily qualified.

Services/Pricing

PICA will perform basic verification of the following information supplied by applicants seeking public defenders:

- \*residence
- \*phone number
- \*employment
- \*employment history
- \*possible property ownership
- \*other persons known to be living in the household
- \*vehicles
- \*boats
- \*liens/judgments
- \*bankruptcies
- \*corporate associations

The Office of the Public Defender will select the applicants it wishes to screen. The *basic* screening procedure would be priced at \$25.00 per applicant. A *basic-plus* screening procedure to include obtaining a credit history, would be priced at \$45.00, assuming a release has been obtained from the subject. Upon request by the court,

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PICA would re-check eligibility status for the *basic* rate. PICA would conduct interviews and perform investigative tasks as directed by the court for a reduced rate of \$75.00 per hour plus expenses. During the initial phase of this project PICA requests that no more than 30 screens be conducted in a single business week.

**Communications**

Upon receiving a faxed application from the Office of the Public Defender, PICA will commit to a 12-business hour turn-around time for results. PICA observes business hours of 9:00 a.m. to 5:00 p.m. Monday through Friday. PICA will electronically communicate or fax the information to the Office of the Public Defender, whichever is the preferred method.

PICA would agree that all information provided in conjunction with this project be kept and remain confidential.

PICA will attend meetings to assess and discuss processes and results at the request of the Office of the Public Defender.

PICA contacts for this project will be Kelly Castle or Joe Reisinger. Both can be reached at (614) 228-7422. Amendments to the contract may be made by agreement of the parties. Either party may terminate the contract at will.

**Program Evaluation**

PICA will assist the office of the Delaware County Commissioners, the Court and the Public Defender’s Office in evaluating the efficacy of the project at appropriate time intervals as deemed by the parties. PICA will consult and prepare reports as needed in this phase of the project at a rate of \$75.00 per hour plus expenses.

**Payment**

PICA will invoice the office of the Delaware County Commissioner on a monthly basis with terms of net 15 days for receipt of payment.

Vote on Motion                      Mr. Ward                      Aye                      Mr. Jordan                      Aye                      Mr. Evans                      Aye

**RESOLUTION NO. 05-557**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY  
COMMISSIONERS AND GLOBAL PROTECTIVE SERVICES FOR UNIFORMED SECURITY OFFICERS:**

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

**AGREEMENT**

THIS AGREEMENT, made this 9th day of May, 2005, by and between Delaware County, hereinafter referred to as the “Client”, and GLOBAL PROTECTIVE SERVICES, INC., an Ohio Corporation, hereinafter referred to as the “Contractor”,

**WITNESSETH:**

WHEREAS, the Client desires that the Contractor furnish armed uniformed security officers at the facility located at 140 N. Sandusky Street, Delaware, Ohio 43015, hereinafter referred to as the “PREMISES”.

NOW, THEREFORE, in consideration of the promises herein contained and other valuable considerations, receipt of which is hereby acknowledged, the parties hereunto agree as follows:

1. **Term**. The service furnished by the Contractor hereunder shall commence on May 1, 2005, and shall terminate on April 30, 2006, unless sooner terminated by either party as provided herein. This Agreement shall automatically renew from year to year unless a party desiring not to renew the terms of this Agreement gives the other party at least sixty (60) days written of such desire prior to the expiration of the then current term.
2. **Security Officers**. During the term of this Agreement, the Client agrees to use and the Contractor agrees to furnish one (1) armed security/safety officer between the hours of 7:00am and 12:00pm Monday through Saturday, to properly protect the PREMISES. Any additional hours can be supported as long as a twenty-four (24) hour notification is given prior to the event. The number of security officers, officer posts, their locations, and the hours and nature of the security officers’ duties may vary from time to time to meet the Client’s requirements as may be mutually agreed upon from time to time by the Client and the Contractor.

All full-time security officers will have received a minimum of 4 hours of on-site training from the Contractor at no cost to the Client. The conduct of the security officers is to be guided by a set of standard

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written procedures ("Post Orders"), provided by the Client to the Contractor within thirty (30) days of commencement of this Agreement, as agreed upon by the Contractor and the Client.

Prior to assigning any officers to the PREMISES, the Contractor shall provide the Client with copies of the following respecting such officer (if requested): (a) evidence of training in emergency procedures (fire, evacuation, and general safety), (b) evidence of training by the Contractor in the general duties and comportment of a security officer, (c) evidence of training of at least two (2) hours covering the information contained in the Post Orders for the PREMISES, (d) local police check, (e) application for state license for security officer, and (f) employment application.

A management representative of the Contractor shall inspect each post of the PREMISES at least once a week and correct any deviations noted. The Contractor shall provide the Client a written report, at least once a month, detailing any breaches of security in the preceding month and any recommendations of additional security measures. Officers shall report such breaches as they occur, employing methods as set forth by the Client.

The security officers shall be employees of the Contractor, an independent contractor, and as such hiring, training, uniforming, equipping, supervising, directing and discharging of all security officers shall be the function of the Contractor. The payment of all the Contractor's employee's wages, Social Security taxes, Federal and State Unemployment Compensation taxes, and similar taxes relating to such employees shall be solely the function and responsibility of the Contractor.

3. **Payment for Services.** The Contractor shall invoice the Client and the Client shall pay the Contractor at a rate of \$19.75 per hour. The Contractor shall furnish the Client with time sheets and invoice the hourly rate plus local taxes on a bi-weekly basis. Invoices will be mailed or hand delivered to the Client for payment which shall be made by the Client within fourteen (14) days of receipt of the invoice from the Contractor. After the fourteen (14) day payment period, any and all unpaid balances can be subject to a five percent (5%) late fee. All security officers working on any of the six (6) recognized holidays which are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, will be paid and billed at one and one-half (1 1/2) times their regular rate of pay.

If after the date of this Agreement there is enacted any law, regulation, ruling, or other such mandate, by any authority having jurisdiction on the subject matter which alters the hours of service, rates of pay, working conditions, or costs of performing the service herein provided, the Client agrees that this Agreement will be subject to renegotiation to take into account these increased costs.

4. **Quality Assurance Procedures.** The Contractor at its sole cost and expense further agrees to conform to the following quality assurance procedures in providing services under this Agreement:

- a. **Training Programs** Supervisors will be familiar with site Post Orders and Emergency Procedures prior to supervisory assignment or security officer replacement coverage.
- b. **Security Survey** The Contractor shall perform at least once annually, a Security Survey of the PREMISES and review results of this survey with the Client.
- c. **Keys** The Contractor shall be provided such keys as may be necessary to gain access to the PREMISES for proper performance of the Post Orders. The Contractor shall re-key any lock for which an employee of the Contractor has lost a key. A key shall be defined as lost if the Contractor cannot produce it within three (3) business days of demand by the Client.

5. **Indemnification for Property Damage and Bodily Injury.** The Contractor will defend and indemnify the Client from and against any and all claims that may arise out of or in connection with any property damage or bodily injury (including death) that may occur in connection with the performance of the services, if and to the extent the same is attributable to the fault, negligence or strict liability of the Contractor, any employee, subcontractor or supplier of the Contractor, affiliates of the Contractor, or any other person acting under the direction or supervision of its subcontractors or suppliers. Notwithstanding the foregoing, the Contractor will not indemnify, contribute to, or defend the Client against any claims arising from inadequate security coverage hours, as set forth by the Client, to properly protect the PREMISES

6. **Equipment.** The Client agrees to act in a prudent and reasonable manner with respect to the storage and placement of the Client's and Contractor's goods, equipment and inventory, and shall maintain all security-related equipment in proper working order.

7. **Insurance.** The Contractor will maintain throughout the term of this Agreement, General Liability Insurance with aggregate limits of not less than \$1,000,000.00, and Worker's Compensation to meet the statutory requirements of the State of Ohio. This coverage shall cover liabilities for property damage and bodily injury to or death of persons arising out of the performance of this Agreement in the minimum amounts

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of One Million Dollars (\$1,000,000) per injury and per occurrence. The Contractor also agrees to furnish and keep in full force the following minimum insurance coverage:

- a. Personal Injury Liability Insurance covering false arrest, malicious prosecution, libel, slander, detention or imprisonment, violation of right of privacy, defamation of character, wrongful entry, or other right of private occupancy in the minimum amount of One Million Dollars (\$1,000,000) per occurrence.
- b. Owned/Non-Owned Automobile Liability Insurance covering liabilities for bodily injury and property damage in the minimum amount of Three Hundred Thousand Dollars (\$300,000) per occurrence.

8. **Termination.** Either party may terminate this Agreement prior to the expiration of the then current term by giving the other party written notice of such termination upon the occurrence of any of the following events:

- a. Such other party fails to cure any material default in the performance of its obligations under this Agreement within thirty (30) days (or such longer period as may be specified by the terminating party) after the terminating party gives the other party written notice of the default and the terminating party's intent to terminate this Agreement if the default is not cured within thirty (30) days (or such longer period as may be specified by the terminating party); or
- b. Such other party fails to make any payment due pursuant to the terms of this Agreement within five (5) days (or such longer period as may be specified by the terminating party) after the terminating party gives the other party written notice of the payment default and the terminating Party's intent to terminate the Project if the payment default is not cured within five (5) days (or such longer period as may be specified by the terminating Party).

9. **Non-Solicitation.** During the term of this Agreement and for a period of two (2) years after termination of this Agreement, the Client shall not, either directly or indirectly, alone or in conjunction with another party, attempt to recruit or hire, interfere with or harm, or attempt to interfere with or harm, the relationship of the Contractor, its subsidiaries and/or affiliates, with any person who at any time was an employee, customer or supplier of the Contractor, its subsidiaries and/or affiliates or otherwise had a business relationship with the Contractor, its subsidiaries and/or affiliates.

10. **Registration of Security Officers.** The Contractor's security officers shall be registered as required by law with the Ohio Department of Commerce, Division of Real Estate. The Client agrees that the Contractor's security officers may work at the PREMISES while awaiting the Department of Commerce identification card.

11. **Miscellaneous.**

A. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or understandings other than those expressly set forth herein. Any previous understanding or agreement between the parties shall be deemed merged herein. This Agreement may be amended only by written instrument duly executed by the parties hereto.

B. **Waivers.** Neither this Agreement nor any of the terms, conditions or other provisions hereof, nor any default or breach in connection therewith, may be waived other than by a written instrument signed on behalf of the Contractor or the Client, as the case may be. The failure to insist upon the strict performance of any covenant, term, condition or other provision of this Agreement or to exercise any right or remedy hereunder will not constitute a waiver by the Contractor or the Client of any such covenant, term, condition or other provision thereof or any default or breach in connection therewith. The waiver of any breach of or default under any covenant, term, condition or other provision hereof shall not constitute a waiver of any subsequent breach or default with respect to such covenant, term, condition or provision hereof.

C. **Severability and Enforceability.** If any agreement, covenant, warranty or other provision of this Agreement is invalid, illegal or incapable of being enforced by reasons of any rule of law or public policy, all other agreements, covenants, warranties, and other provisions of this Agreement, shall, nevertheless, remain in full force and effect. If any of the rights and restrictions contained herein shall be deemed to be unenforceable by reason of the extent, duration or geographical scope thereof, or otherwise, then the parties contemplate that the Court making such determination shall reduce such extent, duration, geographical scope, or other provision thereof, and enforce such rights or restrictions in their reduced form for all purposes and in the manner contemplated hereby.

D. **Notices.** Any notice or other communication required or permitted by the terms of this Agreement shall be in writing and shall be effectively delivered for all purposes hereunder when personally delivered, sent

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by Federal Express or similar carrier, or sent by certified mail, return receipt requested, delivery or postage charges prepaid, addressed as follows:

To the Contractor: Global Protective Services, Inc.  
5455 Rings Road, Suite 100  
Dublin, Ohio 43017  
Attn: D. Scott Ehlers, President

E. Binding Effect: Governing Law: Jurisdiction. This Agreement, and the terms and conditions hereof, shall be binding upon, and inure to the benefit of the parties hereto, and their respective successors and assigns; and shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio, without regard to the conflicts of laws rules thereof. Furthermore, the parties hereto specifically agree that by entering into this Agreement they personally submit to and acknowledge the personal jurisdiction of the State of Ohio, Delaware County Court of Common Pleas and the United States Federal District Court of the Southern District of Ohio, Eastern Division at Columbus, Ohio. The parties further agree that said courts shall have the sole and exclusive jurisdiction with respect to any controversies, of any kind whatsoever, arising hereunder.

F. Litigation Costs. The parties hereto agree that if any party is held by any court of competent jurisdiction to be in violation, breach or non-performance of any of the terms of this Agreement, said party shall pay all out of pocket costs of such action or suit, and the reasonable and actual attorney’s fees of the other party.

G. Assignment. This Agreement shall not be assignable by any party without the written consent of the other party hereto.

H. Counterparts. This Agreement may be executed in two or more counterparts, and any number of counterparts signed in the aggregate by all parties shall constitute a single original instrument.

Vote on Motion                      Mr. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-558

**9:45 AM - IN THE MATTER OF OPENING THE PUBLIC HEARING # 2 TO CONSIDER THE FUNDING OF PUBLIC ROADWAY/INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE PLANNED AMERICAN SHOWA, INC. EXPANSION PROJECT AND POSSIBLE INCLUSION OF THE PROPOSED OBERFIELD’S, INC. EXPANSION PROJECT, IN THE VILLAGE OF SUNBURY:**

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

Vote on Motion                      Mr. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-559

**IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 TO CONSIDER THE FUNDING OF PUBLIC ROADWAY/INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE PLANNED AMERICAN SHOWA, INC. EXPANSION PROJECT AND POSSIBLE INCLUSION OF THE PROPOSED OBERFIELD’S, INC. EXPANSION PROJECT, IN THE VILLAGE OF SUNBURY:**

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

Vote on Motion                      Mr. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-560

**IN THE MATTER OF CERTIFYING THAT DELAWARE METROPOLITAN HOUSING AUTHORITY CONSOLIDATED PLAN IS CONSISTENT WITH DELAWARE COUNTY COMMUNITY HOUSING IMPROVEMENT STRATEGY (CHIS):**

It was moved by Mr. Evans, seconded by Mr. Ward to acknowledge the following:

WHEREAS, Delaware County received funding for FY 2004 Community Housing Improvement Program (CHIP) funding by ODOT, consisting of CDBG and OHTF funds for implementing a Tenant Based Rental Assistance Program in coordination with the Delaware Metropolitan Housing Authority (DMHA) to assist eligible low income tenant households; and

WHEREAS, the Tenant Based Rental Assistance Program is intended to enable low income households, whose gross income is less than 80% of the area median income, to occupy safe, decent, sanitary housing by providing rental assistance payments, and



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Whereas, Delaware Metropolitan Housing Authority has submitted it’s Consolidation Plan for review by Delaware County, and

Whereas, upon review, the Delaware County Economic Development Department has determine that the Consolidation Plan is consistent with Delaware County’s CHIS.

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 Delaware County Board of Commissioners determine that Delaware Metropolitan Housing Authority is consistent with Delaware County Community Housing Improvement Strategy (CHIS).

Section 2. That the President of the Board of County Commissioners is authorized to sign the requested certification of consistency as requested by the Delaware Metropolitan Housing Authority.

Vote on Motion                      Mr. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-561

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 2004 AND TO MODIFY THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

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

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

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

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC), for the Enterprise Zone met on March 11, 2005 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 2004, and the recommendations of the TIRC, by March 31, 2005 to the Director of the Ohio Department of Development.

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

Section 1. That the review and recommendations made by the TIRC on March 11, 2005 as summarized on the following Program Year 2004 Enterprise Zone Program Summary report for the City of Westerville - Zone Number 267, be modified pending further agreement review regarding the expiration date for the Worthington Cylinder project, 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.

2004 Ohio Enterprise Zone Program Summary

Zone Number: 267  
Zone Name: City of Westerville

Chart 1

		Existing Baseline Employment		Did Enterprise Close or		EZ		Job	
Name of	SIC	Date of Agreement	Expiration Date	At Site	In				

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<u>Company</u>					<u>Ohio</u>	<u>Reduce</u> <u>Job</u> <u>Commitment</u> <u>At Other</u> <u>Location</u>	<u>Agreement</u> <u>Job</u> <u>Commitment</u> <u>Create Retain</u>	<u>Creation</u> <u>Period</u>
Worthington Cylinder Location 333 Maxtown Rd	3443	3/31/1994	12/31/2004	0	525			
						<u>Yes or No</u>		<u>Months</u>
						Yes	100 0	36

Chart2

<u>Name of Company</u>	<u>Enterprise Zone</u>		<u>EZ Agreement Payroll</u>		<u>Tax Incentives % and # years</u>	<u>Date Of</u>	
	<u>Commitment</u>		<u>Baseline</u>	<u>Proj. New</u>		<u>Most Recent TIRC Meeting</u>	
	<u>Real</u>	<u>Personal</u>	<u>Payroll</u>	<u>Payroll</u>		<u>Personal</u>	
Worthington Cylinder	\$3,650,000	\$22,000,000	\$0.00	\$1,700,000	100% yrs. 1-5 50% yrs. 6-10	M&E 60% yrs. 1-5 M&E 28% yrs. 6-10 Inv. 75% yrs. 1-5 Inv. 28% yrs. 6-10	3/11/2005

Chart 2 continued

<u>Name of Company</u>	<u># Jobs as of 12/31/04</u>		<u>Project Site</u>		<u>Payroll Attributed New Employment</u>
	<u>Created</u>	<u>Retained</u>	<u>Employment as of 12/31/03</u>		
	Worthington Cylinder	161	104	265	\$2,862,951

Chart 3

<u>Name of Company</u>	<u>Actual Investment Level</u>		<u>Cumulative Taxes</u>	<u>At Project Site Thru 12/31/04</u>
	<u>As of 12/31/04</u>		<u>Real Property</u>	<u>Taxes Paid</u>
	<u>Real</u>	<u>Personal</u>	<u>2004</u>	<u>Total</u>
Worthington Cylinder	\$4,693,515	\$18,756,811	\$87,765	\$471,861

Chart 3 continued

<u>Real Property Tax Foregone</u>		<u>Personal Property Taxes Paid</u>		<u>Personal Property Taxes Foregone</u>		<u>TIRC Most Recent Recommendation</u>	<u>Local Government Action On</u>
		<u>2004</u>	<u>Total</u>	<u>2004</u>	<u>Total</u>		
		\$187,271	\$741,910	\$217,700	\$1,327,997	\$114,840	Pending
					\$1,440,382	Continue	

City of Westerville Tax Incentive Review Council Report – Summary Enterprise Zone Program Year - 2004

Chart 4

<u>Job &amp; Payroll Creation</u>	<u>Date of</u>	<u>Date of</u>	<u>Job</u>	<u>Job</u>	<u>% of Goal</u>	<u>Payroll</u>	<u>Payroll</u>	<u>% of Goal</u>
<u>Project</u>	<u>Agreement</u>	<u>Expiration</u>	<u>Creation</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>
Worthington Cylinder	3/31/1994	12/31/2004	100	161	161.00%	\$1,700,000	\$2,862,951	168.41%
TOTALS			100	161	161.00%	\$1,700,000	\$2,862,951	168.41%

City of Westerville Tax Incentive Review Council Report – Summary Enterprise Zone Program Year - 2004

Chart 5

<u>Job &amp; Payroll Creation</u>	<u>Real Property Investment</u>	<u>Real Property Investment</u>	<u>% of Goal</u>	<u>Personal Property Investment</u>	<u>Personal Property Investment</u>	<u>% of Goal</u>	<u>Total Property Investment</u>	<u>Total Property Investment</u>	<u>% of Goal Achiev ed</u>
<u>Project</u>	<u>Goal</u>	<u>Results</u>	<u>Achieved</u>	<u>Goal</u>	<u>Results</u>	<u>Achieved</u>	<u>Goal</u>	<u>Results</u>	
Worthington Cylinder	\$3,650,000	\$4,693,515	128.59%	\$22,000,000	\$18,756,811	85.26%	\$25,650,000	\$23,450,326	91.42%
TOTALS	\$3,650,000	\$4,693,515	128.59%	\$22,000,000	\$18,756,811	85.26%	\$25,650,000	\$23,450,326	91.42%

Vote on Motion                      Mr. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-562

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 2004 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE CRA:

It was moved by Mr. Evans, seconded by Mr. Ward 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 Housing Council and Tax Incentive Review Council (TIRC) for the CRA met on March 9 and 11, 2005 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 2004, and the recommendations of the TIRC and Housing Council, by March 31, 2005 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 Housing Council and TIRC on March 9 & 11, 2005 respectively, as summarized on the following Program Year 2004 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  
2004 CRA Residential Status Report

CRA Number: 04102582-01  
Date Certified: 11/15/2000  
Name of Jurisdiction: Ashley  
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
Friend, Dewitt	7/10/04	100%	15 yrs.	\$75,790.65	\$75,790.65	3/9/05	3/11/05	Continue
Fearn, Justin	10/11/04	100%	15 yrs.	\$129,900.00	\$129,900.00	3/9/05	3/11/05	Continue
Gilkey, Carolee & Travis	7/5/02	100%	15 yrs.	117,800.00	117,800.00	3/9/05	3/11/05	Continue
Smith, Ella	1/07/02	100%	15 yrs.	45,607.00	45,607.00	3/9/05	3/11/05	Continue
Hasson, Neil F.	11/03/02	100%	10 yrs	9,822.95	9,822.95	3/9/05	3/11/05	Continue
Long, Donald L.	4/26/01	100%	10 yrs.	12,822.34	12,822.34	3/9/05	3/11/05	Continue
Hines, Terrie	12/15/03	100%	15 yrs.	129,893.90	129,893.90	3/9/05	3/11/05	Continue
Hatcher, Norma	1/07/03	100%	15 yrs.	104,167.20	104,167.20	3/9/05	3/11/05	Continue

Vote on Motion                      Mr. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-563

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 2004 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE PENDING FINAL AGREEMENT EXPIRATION REVIEW:

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It was moved by Mr. Evans, seconded by Mr. Ward 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 11, 2005 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 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 2004, and the recommendations of the TIRC, by March 31, 2005 to the Director of the Ohio Department of Development.

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

Section 1. That the review and recommendations made by the TIRC on March 11, 2005 as summarized on the following Program Year 2004 Enterprise Zone Program Summary report for the Village of Sunbury - Zone Number 220, be accepted pending further agreement review regarding project expiration, 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.

2004 Ohio Enterprise Zone Program Summary

Zone Number: 220C  
Zone Name: Village of Sunbury

Chart 1

		Date of		Expiration		Existing Baseline Employ- ment	Did Enterprises Close or reduce employment at other locations	EZ Agree- ment Job Commit- ment	Job Creation	
Name of Company	SIC	Agreement	Date	At Site	In Ohio	Yes or No	Yes or No	Create	Retain	Period (mos.)
<b>Omegadyne</b>	3829	3/9/1992	12/31/2004	0	0	yes		41	38	24
149 Stelzer Ct.										
<b>OHASHI TECHNICA</b>		12/30/1993	12/31/2006	0	0	no		35	0	36
99 Burrer Drive										
<b>American Showa</b>	3714	8/19/2004	12/31/2015	662	1301	no		8	19	36
707 W. Cherry St.										
<b>TOTAL</b>				<b>662</b>	1301			<b>84</b>	<b>57</b>	

Chart 2

Name of Company	Enterprise Zone Commitment		EZ Agreement Payroll		Tax incentives % and #year		Date most Recent TIRC Mtg.
	Real	Personal	Baseline Payroll	Proj. New Payroll	Real	Personal	
<b>Omegadyne</b>	\$896,000	\$2,825,000	\$0.00	\$781,390	60% avg./ 10	60-65%/10	3/11/2005
<b>OHASHI TECHNICA</b>	\$2,230,000	\$8,140,000	\$0.00	\$850,000	70%/10yr.	40%/10 yr.	3/11/2005

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American Showa	\$2,730,600	\$12,478,668	\$1,545,809.00	\$480,000	40%/10 yrs.	70%/10 yrs.	3/11/2005
TOTAL	\$5,856,600	\$23,443,668	\$1,545,809	\$2,111,390			

Chart 2 continued

# Jobs as of 12/31/04			Project Site	Payroll Attributed
Company	Created	Retained	Employment	New Employment
Omegadyne	38	38	76	\$606,528
OHASHI TECHNICA	52	0	52	\$1,354,139
American Showa	9	19	28	\$521,753
Total	99	57	156	\$2,482,420

Chart 3

Actual Investment Level				
Name of Company	As of 12/31/04		Real Property	Taxes Paid
	Real	Personal	2004	Total
Omegadyne	\$2,574,380	\$3,367,439	\$14,283	\$166,362
OHASHI TECHNICA	\$2,793,420	\$7,607,027	\$10,066	\$60,568
American Showa	\$0	\$625,270	\$0	\$0
TOTAL	\$5,367,800	\$11,599,736	\$24,349	\$226,930

Chart 3 continued

	Cumulative Taxes At Project Site Thru 12/31/04						TIRC Most Recent	Local Government
	Real Property Taxes Foregone		Personal Property Taxes Paid		Personal Property Taxes Foregone		Recommendation	Action On
	2004	Total	2004	Total	2004	Total		Recommendation
Omegadyne	\$4,706	\$230,202	\$13,489	\$246,643	\$13,489	\$338,348	Continue	Pending
OHASHI TECHNICA	\$23,487	\$141,328	\$55,139	\$456,984	\$10,185	\$432,932	Continue	Pending
American Showa	\$0	\$0	\$0	\$0	\$0	\$0		Pending
Total	\$28,193	\$371,530	\$68,628	\$703,627	\$23,674	\$771,280		

Chart 4

Village of Sunbury Tax Incentive Review Council Report – Summary Enterprise Zone Program Year - 2004									
Job & Payroll Creation	Date of	Date of	Job Creation	Job Creation	% of Goal	Payroll Creation	Payroll Creation	% of Goal	
Project	Agreement	Expiration	Goal	Results	Achieved	Goal	Results	Achieved	
Omegadyne	3/6/1992	12/31/2004	41	39	95.12%	\$781,390	\$640,224	81.93%	
OHASHI TECHNICA USA	12/30/1993	12/31/2006	35	36	102.86%	\$850,000	\$1,707,007	200.82%	
American Showa	8/19/2004	12/31/2015	8	9	112.50%	480000	521753	108.70%	
TOTALS			84	84	100.00%	\$2,111,390	\$2,868,984	135.88%	

Chart 5

Village of Sunbury Tax Incentive Review Council Report – Summary Enterprise Zone Program Year - 2004									
Investment	Real Property Investment	Real Property Investment	% of Goal	Personal Property Investment	Personal Property Investment	% of Goal	Total Property Investment	Total Property Investment	% of Goal
Project	Goal	Results	Achieved	Goal	Results	Achieved	Goal	Results	Achieved
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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							\$10,370,000	\$10,400,447	100.29%
OHASHI TECHNICA USA	\$2,230,000	\$2,793,420	125.27%	\$8,140,000	\$7,607,027	93.45%			
American Showa	\$2,730,600	\$0	0.00%	\$12,478,668	\$625,270	5.01%	\$15,209,268	\$625,270	4.11%
TOTALS	\$5,856,600	\$5,445,716	92.98%	\$23,443,668	\$11,362,651	48.47%	\$29,300,268	\$16,808,367	57.37%
Vote on Motion		Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye		

RESOLUTION NO. 05-564

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 2004 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING THE PARK AT GREIF TIF AGREEMENT:

It was moved by Mr. Ward, seconded by Mr. Evans 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 11, 2005 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 2004, and the recommendations of the TIRC, by March 31, 2005 to the Director of the Ohio Department of Development.

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

Section 1. That the review and recommendations made by the TIRC on March 11, 2005 as summarized on the following Program Year 2004 TIF Program Summary report for the Park at Greif 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.

<p>OHIO TAX INCREMENT FINANCING (TIF) PROGRAMS 2004 ANNUAL STATUS REPORT</p>
--

3/20/05

1. Name of Local Jurisdiction and County: Liberty Twp./Berlin Twp. Delaware County
2. Jurisdiction creating the TIF (circle one): County      Municipal      Township
3. TIF Type (circle one): Parcel TIF      Incentive District TIF
4. Date Created (mm/dd/yy): 2/15/00
5. Identify affected School District(s): Olentangy Local School District
6. Project Information/Name: The Park at Greif Bros.
7. Type of Project: C= Office Park ( C=Commercial, I=Industrial, M=Mixed Use, R=Residential)

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8. Type of Public Improvement: Roadway (Intersection with US 23 & Internal Roads), associated support improvements and utilities

9. Exemption %: 75 Exemption term: 10

10. Project Investment:	Real Property	Personal Property (if applicable)
Project (at time of legislation)	<u>\$5,100,000</u>	<u>\$2,800,000</u>
Actual (as of 12/31/04)	<u>\$8,294,320</u>	<u>\$1,350,080</u>

11. Employment Information:	Retained	Created
Projected (at time of legislation)	<u>30</u>	<u>100</u>
Actual (as of 12/31/04)	<u>54</u>	<u>61</u>

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

In Calendar Year 2004 \$112,808  
Cumulative (through 12/31/04) \$166,908 Year first payment made 2002

13. Expenditures of money from the tax increment equivalent fund for the public infrastructure associated with the TIF

In Calendar Year 2004: \$1,498  
Cumulative (through 12/31/04) \$16,145 Year first expense paid 2002

14. Date of most recent Tax Incentive Review Council (TIRC): 3/11/05

15. TIRC Recommendation (e.g.: compliance, non-compliance, etc.): Compliance - Continue

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

1. Project Information:		2. Agreement:	
Project Name:	<u>The Park at Greif</u>		
		Execution Date:	2/15/2000
		On-site Visit:	2/17/2005
Parties to Agreement:	Greif Inc.		
		Expiration Date:	9/8/2009
Project Location:	366 Greif Parkway		
	Delaware, Ohio 43015	Enterprise Zone	
Contact information:	Robert A. Young, V.P. Taxes	Agreement Number:	DC-00-01
	740-549-6073		
	<u>robert.young@greif.com</u>	Amendment Dates:	12/17/2001
Parcel Number:	41944005008000		

3. Investment:	Investment Goals					Required Date for Completion of Construction	Required Date for Completion of Acquisition
Property Type	Per Agreement	Exemption %	Exemption Term	Actual 2004 Results	% of Goal Achieved		
Real Property	\$5,100,000	75%	10 years	\$8,294,320	162.63%	8/15/2003	
Site Work	\$350,000						
Personal Property	\$2,800,000	0% - Fixtures	0 years	\$1,350,080	48.22%		8/15/2003
Misc.	\$270,000						
Total Expenditures	\$8,520,000						
Total Real & Personal	\$7,900,000			\$9,644,400	122.08%		

4. Employment:	Annual Payroll	Total Employment	Annual New Payroll
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	Job Retention/Creation	Creation Goal Per Agreement	At Project Site as of 12/31/04	% of Goal Achieved	At Project Site for 2004 & % 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!	5/24/2004	N/A
Projected Total Employment	130	\$0	115	88.46%			

5. Other Obligations		6. Property Taxes Service Payments		7. Comments:	
Obligation Per Agreement		2004 Results	In 2004:		
School Compensation	Annual Payment equal to the amount of real property tax revenue foregone in each year by the Olentangy Local School District as a result of the tax exemption set forth in the TIF Agreement	Current	Amount of Service Payments Deposited in		Original TIF Amount: \$350,000 Amended TIF Amount: \$398,000
			Tax Increment Equivalent Fund Expenditure from Tax Increment Equivalent	\$112,808 \$1,498	
			Fund for Public Infrastructure		
Public Improvements	Construction of Greif Pkwy and Dempsey Drive Road-way Public Improvements	Completed	Cumulative over Life of Agreement: Amount of Service Payments Deposited in	\$166,908	8. Recommendation to TIRC: Continue the Agreement
			Tax Increment Equivalent Fund Expenditure from Tax Increment Equivalent	\$16,145	
			Fund for Public Infrastructure		
Taxes paid		Current	Total Due in Tax Increment Equivalent  Fund by 9/9/09	\$398,000	Continue the Agreement

Vote on Motion                      Mr. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 05-565

IN THE MATTER OF ACCEPTING THE REPORT OF THE ORANGE TOWNSHIP ENTERPRISE ZONE AND TAX INCREMENT FINANCING (TIF) TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE PROGRAM AND OLENTANGY CROSSINGS – EAST TIF FOR PROGRAM YEAR 2004 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:

It was moved by Mr. Ward, seconded by Mr. Evans 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 Delaware County Commissioners, via Resolution No. 04-1565, have designated an area of Orange Township, known as Olentangy Crossings – East, as a Tax Increment Financing District, pursuant to the Ohio Tax Increment Financing Act, which is contained in the Ohio Revised Code Sections 5709.77 through 5709.81, inclusive; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC), for the Enterprise Zone and TIF District met on March 10, 2005 and reviewed the status of each active Enterprise Zone Agreement and the TIF Area 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 and TIF Agreement, the results of each project during Enterprise Zone and TIF Program Year 2004, and the recommendations of the TIRC, by March 31,



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2005 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 10, 2005 as summarized on the following Program Year 2004 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.

2004 Ohio Enterprise Zone Program Summary

Zone Number:		247							
Zone Name:		Orange Township							
Chart 1									
				Existing	Baseline	Did enterprise Close or reduce employe nt at other location	Ez agreement job Commitment		Job creation period years
				Employ- Ment					
Name of Company	NAISC Code	Date of Agreement	Expiration Date	At Site	In Ohio	Yes or No	Create	Retain	Period (Yrs.)
Sarcom, Inc. (#2) 8337 Green Meadows Dr.	5045	5/19/1997	12/31/2011	98	671	yes	225	125	36
Airwaves 7787 Graphics Way	2752	6/19/1995	12/31/2006	0	165	yes	25	165	36
Digital Storage, Inc. 7611 Green Meadows Dr.	5008	9/30/1996	12/31/2006	0	39	yes	30	39	36
Volvo Parts N. Am. 8355 Highfield Drive	3533	4/21/1997	12/31/2009	120	120	yes	50	120	36
Accel, Inc. 8133 Highfield Drive	3999 & 2389	9/11/2000	12/31/2013	0	215	yes	200	215	36
Schol. Book Fairs 459 OrangePoint Drive	5110	3/8/2001	12/31/2014	0	161	yes	38	41	36
NexTech Materials 404 Enterprise Drive	3253	12/19/2002	12/31/2013	0	20	yes	20	13	36
ATS-Ohio, Inc. 425 Enterprise Drive	3559	2/24/2005	12/31/2011	245	245	No	50	245	36
TOTAL				463	1636		638	963	

Chart 2

Name of Company	Enterprise Commitment	Zone	Ez Payroll Baseline Payroll	Agreement Proj. New Payroll	Tax Incentives	% and # of years	Date of most Recent TIRC Mtg.
	Real	Personal			Real	Personal	
Sarcom, Inc. (#2)	\$2,700,000	\$11,750,000	\$2,500,000	\$6,750,000	56% / 10 yr.	28% / 10 yr.	3/10/2005
Airwaves	\$2,700,000	\$3,450,000	\$0.00	\$475,000	82% avg./9 yr.	0% / 0 yr.	3/10/2005
Digital Storage, Inc.	\$2,000,000	\$11,110,000	\$0.00	\$750,000	50% / 10 yr.	50% / 10 yr.	3/10/2005
Volvo Parts N. Am.	\$300,000	\$44,010,000	\$0.00	\$2,000,000	55% / 10 yr.	55% / 10 yr.	3/10/2005
Accel, Inc.	\$7,100,000	\$900,000	\$3,800,000	\$3,500,000	50% avg. / 10 yr.	0% / 0 yr.	3/10/2005
Schol. Book Fairs	\$5,252,823	\$9,589,000	\$870,000	\$796,000	30% / 10 yr.	50% / 10 yr.	3/10/2005

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NexTech Materials	\$350,000	\$2,300,000	\$700,000	\$1,000,000	0% / 0 years	42.5%/ 8	3/10/2005
ATS-Ohio, Inc.	\$225,000	\$2,325,000	\$13,000,000	\$2,392,000	45-50%/5 yrs.	45-50%/5yrs.	3/10/2005
TOTAL	\$20,627,823	\$85,434,000	\$20,870,000	\$17,663,000			

Chart 2 continued

<u>Name of Company</u>	<u># of jobs as of</u>	<u>12/31/04</u>	<u>Project site</u> <u>Employment</u>	<u>Payroll attributed to new</u>
	<u>Created</u>	<u>Retained</u>	<u>12/31/2004</u>	<u>Employment</u>
Sarcom, Inc. (#2)	180	125	305	\$8,002,000
Airwaves	31	124	155	\$985,235
Digital Storage, Inc.	4	30	34	\$213,247
Volvo Parts N. Am.	112	120	232	\$4,513,000
Accel, Inc.	211	215	426	\$3,492,326
Schol. Book Fairs	15	41	56	\$347,673
NexTech Materials	13	13	26	\$594,286
ATS-Ohio, Inc.	0	245	0	\$0
TOTAL	566	913	1234	\$18,147,767

Chart 3

<u>Name of Company</u>	<u>Cumulative taxes paid at project site thru 12/31/04</u>					
	<u>Actual</u> <u>Investment</u> <u>level as of</u>	<u>12/31/04</u>	<u>Real Property</u>	<u>Taxes paid</u>	<u>Real Property Taxes</u>	<u>Foregone</u>
	<u>Real</u>	<u>Personal</u>	<u>2004</u>	<u>Total</u>	<u>2004</u>	<u>Total</u>
Sarcom, Inc. (#2)	\$3,015,000	\$12,821,000	\$68,707	\$354,157	\$41,857	\$239,175
Airwaves	\$3,156,416	\$6,907,340	\$11,320	\$111,967	\$49,634	\$354,726
Digital Storage, Inc.	\$2,270,205	\$6,180,143	\$21,312	\$118,496	\$16,016	\$87,523
Volvo Parts N. Am.	\$808,149	\$58,364,265	\$10,600	\$38,850	\$10,600	\$38,850
Accel, Inc.	\$8,728,652	\$3,295,155	\$82,086	\$202,645	\$46,261	\$227,101
Schol. Book Fairs	\$6,990,353	\$13,281,313	\$61,605	\$163,690	\$14,409	\$118,334
NexTech Materials	\$250,000	\$1,117,120	\$21,095	\$55,815	\$0.00	\$0.00
ATS-Ohio, Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$25,218,775	\$101,966,336	\$276,725	\$1,045,620	\$178,777	\$1,065,709

Chart 3 Continued

<u>Name of Company</u>	<u>Cumulative taxes paid at project site thru 12/31/04</u>				<u>Recommendation</u>	<u>Recommendation</u>
	<u>2004</u>	<u>Total</u>	<u>2004</u>	<u>Total</u>		
Sarcom, Inc. (#2)	\$73,736	\$504,689	\$7,569	\$183,535	Continue	Pending
Airwaves	\$72,744	\$566,767	\$0.00	\$0.00	Continue	Pending
Digital Storage, Inc.	\$2,571	\$243,773	\$0	\$39,962	Continue Refer TINC	Pending
Volvo Parts N. Am.	\$35,386	\$621,774	\$35,386	\$621,774	Continue	Pending
Accel, Inc.	\$0.00	\$0.00	\$0.00	\$0.00	Continue	Pending
Schol. Book Fairs	\$0.00	\$0.00	\$0.00	\$0.00	Continue	Pending
NexTech Materials	\$3,125	\$4,779	\$2,019	\$2,019.00	Continue	Pending
ATS-Ohio, Inc.	\$0.00	\$0.00	\$0.00	\$0.00	N/A	N/A
TOTAL	\$187,562	\$1,941,782	\$44,974	\$847,290		

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Chart 4

<u>Orange Township Tax Incentive Review Council Report - Summary</u>								
<u>Enterprise Zone Program Year - 2004</u>								
<u>Job &amp; Payroll Creation</u>								
<u>Name of Company</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>
Sarcom, Inc. (#2)	5/19/1997	12/31/2011	225	180	80.00%	\$6,750,000	\$8,002,000	118.55%
Airwaves	6/19/1995	12/31/2006	25	31	124.00%	\$475,000	\$985,235	207.42%
Digital Storage, Inc.	9/30/1996	12/31/2006	30	4	13.33%	\$750,000	\$213,247	28.43%
Volvo Parts N. Am.	4/21/1997	12/31/2009	50	112	224.00%	\$2,000,000	\$4,513,000	225.65%
Accel, Inc.	9/11/2000	12/31/2013	200	211	105.50%	\$3,500,000	\$3,492,326	99.78%
Schol. Book Fairs	3/8/2001	12/31/2014	38	15	39.47%	\$796,000	\$347,673	43.68%
NexTech Materials	12/19/2002	12/31/2013	20	13	65.00%	\$1,000,000	\$594,286	59.43%
ATS-Ohio, Inc.	2/24/2005	12/31/2011	50	0	0.00%	\$2,392,000	\$0	0.00%
TOTAL			638	566	88.71%	\$15,271,000	\$18,147,767	118.84%

Chart 5

<u>Orange Township Tax Incentive Review Council Report - Summary</u>									
<u>Enterprise Zone Program Year - 2004</u>									
<u>Investment</u>									
<u>Name of Company</u>	<u>Real Property Investment Goal</u>	<u>Real Property Investment Results</u>	<u>% of Goal Achieved</u>	<u>Personal Property Investment Goal</u>	<u>Personal Property Investment Results</u>	<u>% of Goal Achieved</u>	<u>Total Property Investment Goal</u>	<u>Total Property Investment Results</u>	<u>% of Goal Achieved</u>
Sarcom, Inc. (#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	\$6,907,340	200.21%	\$6,150,000	\$10,063,756	163.64%
Digital Storage, Inc.	\$2,000,000	\$2,270,205	113.51%	\$11,110,000	\$6,180,143	55.63%	\$13,110,000	\$8,450,348	64.46%
Volvo Parts N. Am.	\$300,000	\$808,149	269.38%	\$44,010,000	\$58,364,265	132.62%	\$44,310,000	\$59,172,414	133.54%
Accel, Inc.	\$7,100,000	8,728,652	122.94%	\$900,000	\$3,295,155	366.13%	\$8,000,000	\$12,023,807	150.30%
Schol. Book Fairs	\$5,252,823	\$6,990,353	133.08%	\$9,589,000	\$13,281,313	138.51%	\$14,841,823	\$20,271,666	136.58%
NexTech Materials	\$350,000	\$250,000	71.43%	\$2,300,000	\$1,117,120	48.57%	\$2,650,000	\$1,367,120	51.59%
ATS-Ohio, Inc.	\$225,000	\$0	0.00%	\$2,325,000	\$0	0.00%	\$2,550,000	\$0	0.00%
Totals	\$20,627,823	\$25,218,775	122.26%	\$85,434,000	\$101,966,336	119.35%	\$106,061,823	\$127,185,111	119.92%

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OHIO TAX INCREMENT FINANCING (TIF) PROGRAMS  
2004 ANNUAL STATUS REPORT

3/20/05

1. Name of Local Jurisdiction and County: Orange Township / Delaware County
2. Jurisdiction creating the TIF (circle one): County      Municipal      Township
3. TIF Type (circle one): Parcel TIF Incentive District TIF
4. Date Created (mm/dd/yy): 12/20/04
5. Identify affected School District(s): Olentangy Local School District
6. Project Information/Name: Olentangy Crossings - East
7. Type of Project: C      ( C=Commercial, I=Industrial, M=Mixed Use, R=Residential)
8. Type of Public Improvement: New Roadway (North of intersection of Lewis Center Road with US 23), associated support improvements and utilities
9. Exemption %: 100      Exemption term: 30 yrs.
10. Project Investment:      Real Property      Personal Property (if applicable)  
  
Project (at time of legislation)      \$ 27,000,000      \$ N/A  
  
Actual (as of 12/31/04)      \$ 0.00      \$ N/A
11. Employment Information: Retained      Created  
  
Projected (at time of legislation)      0      788 FTE  
  
Actual (as of 12/31/04)      0      0
12. Dollar amount of service payments deposited into the TIF's tax increment equivalent fund:  
  
In Calendar Year 2004 \$ 0  
  
Cumulative (through 12/31/04) \$ 0      Year first payment made Projected 2006
13. Expenditures of money from the tax increment equivalent fund for the public infrastructure associated with the TIF  
  
In Calendar Year 2004: 0  
  
Cumulative (through 12/31/04) \$ 0      Year first expense paid Projected 2005
14. Date of most recent Tax Incentive Review Council (TIRC): 3/10/05
15. TIRC Recommendation (e.g.: compliance, non-compliance, etc.):  
Compliance - Continue

ORANGE TOWNSHIPS TAX INCREMENT FINANCING (TIF) PROJECT REVIEW FORM

1. Project Information:		2. Agreement:	
Project Name:	<u>Olentangy Crossings - E.</u>	Execution Date:	12/20/2004
Parties to Agreement:	Planned Communities, Inc.	On-site Visit:	2/17/2005
Project Location:	N. of Intersection of L. Center and US-23 - east side.	Expiration Date:	12/20/2033
Contact information:	Terry Sternad 614-846-5330	TIF Agreement Number:	DC-00-02
Parcel Number(s):	<u>tsternad@plannedcommunitiesinc.com</u>	Amendment Dates:	
3. Investment:		Required Date	Required Date for



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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 8, 2005 (with the written recommendations of the TIRC received by the County on April 1, 2005) 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 2004, and the recommendations of the TIRC, by March 31, 2005 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 8, 2005 (with the written recommendations of the TIRC received by the County on April 1, 2005), as summarized on the following Program Year 2004 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.

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.

2004 Ohio Enterprise Zone Program Summary						
Zone Number:			215	Zone Name:		City of Delaware
Chart 1						
Name of Company	Location	SIC	Date of Agreement	Expiration Date	Existing Baseline At Site	Employment In Ohio
Nat. Met. Finishing	425 S. Sandusky Street	3499	9/18/1998	12/31/2006	0	0
Outokumpu #2	801 Pittsburgh Drive	3679	8/9/1998	12/31/2011	285	285
Outokumpu #3	801 Pittsburgh Drive	3679	4/29/2002	12/31/2014	234.5	234.5
DMI Distribution	1076 Pittsburgh Drive		11/30/1995	12/31/2007	0	41
Liebert Corp. #1	975 Pittsburgh Drive	3585	1/29/1996	12/31/2005	108	1276
Optimum Plastics #1	1188 S. Houk Road	3081	7/10/1996	12/31/2009	0	0
Optimum Plastics #2	1188 S. Houk Road	3081	4/25/2000	12/31/2012	27	27
Optimum Plastics #3	1188 S. Houk Road	3081	9/26/2002	12/31/2008	38	38
Gooseberry Patch #1	600 London Road		9/9/1996	12/31/2007	18	75
Gooseberry Patch #2	600 London Road		3/1/2001	12/31/2013	108	108
Jeg's Automotive	101 Jeg's Place		8/29/1997	12/31/2010	143	143
Midwest Acoust-A-F.	759 Pittsburgh Drive		11/10/1997	12/31/2008	12	12
Signstrut, Inc.*	970 Pittsburgh Drive	326100	8/2/1999	12/31/2011	114.5	114.5
The Kroger Co.	2000 Nutter Farms Lane	326100	3/28/2002	12/31/2014	387	3948
TOTAL						
* Pending Termination						

Chart 1 Continued

Name of Company	Reduction of Employment at other locations	Ez agreement	Job commitment	Job creation
	Yes or No	Create	Retain	Period (Mos.)
Nat. Met. Finishing	no	20	0	36

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Outokumpu #2	no	56	0	42
Outokumpu #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		728	919.5	

Chart 2

Name of Company	Enterprise Zone Commitment		EZ Agreement Baseline Payroll	Projected new Payroll	Tax incentives % and # of Years		Recent TIRC Mtg.
	Real	Personal			Real	Personal	
Nat. Met. Finishing	\$0.00	\$455,000	\$0.00	\$360,000	0% / 10 yr.	40% / 7 yr.	3/8/2005
Outokumpu #2	\$4,150,000	\$20,077,000	\$0.00	\$1,596,000	73% / 10 yr.	30% / 10 yr.	3/8/2005
Outokumpu #3	\$2,500,000	\$13,182,768	\$0.00	\$1,241,000	100%/10 yr.	37%/25% 10	3/8/2005
DMI Distribution	\$3,110,000	\$5,030,000	\$0.00	\$1,070,000	50% / 10 yr.	0% / 0 yr.	3/8/2005
Liebert Corp. #1	\$300,000	\$5,340,400	\$3,711,960	\$2,113,755	0% / 0 yr.	50% / 10 yr.	3/8/2005
Optimum Plastics #1	\$1,300,000	\$3,730,000	\$0.00	\$709,000	50% / 10 yr.	50% / 10 yr.	3/8/2005
Optimum Plastics #2	\$0.00	\$2,000,000	\$0.00	\$225,000	0% / 0 yr.	30% / 5 yr.	3/8/2005
Optimum Plastics #3	\$2,000,000	\$2,500,000	\$1,438,000	\$160,000	100%/ 10 yr.	30% / 5 yr.	3/8/2005
Gooseberry Patch #1	\$1,032,000	\$1,100,000	\$0.00	\$187,800	0% / 0 yr.	35% / 10 yr.	3/8/2005
Gooseberry Patch #2	\$1,300,000	\$1,500,000	\$2,781,173	\$850,000	35% / 10 yr.	35% / 10 yr.	3/8/2005
Jeg's Automotive	\$11,950,000	\$44,500,000	\$4,623,000	\$2,250,000	75% / 10 yr.	63% / 10 yr.	3/8/2005
Midwest Acoust-A-F.	\$600,000	\$575,000	\$0.00	\$375,000	60% / 7 yr.	25% / 7yr.	3/8/2005
Signstrut, Inc.*	n/a	n/a	\$3,134,000	\$3,331,000	up to 60% /10	same	3/8/2005
The Kroger Co.	\$57,200,000	\$79,000,000	\$14,101,000	\$8,158,000	100%/10 yr.	45%/3 yr.	3/8/2005
TOTAL	\$85,442,000	\$178,990,168	\$29,789,133	\$22,626,555			

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Chart 2 Continued

<u>Name of Company</u>	<u># Jobs as of</u>	<u>12/31/04</u>	<u>Projected Site</u>	<u>Payroll Attributed</u>
	<u>Created</u>	<u>Retained</u>	<u>Employment</u> <u>12/31/04</u>	<u>New Employment</u>
Nat. Met. Finishing	9	0	9	\$214,387
Outokumpu #2	0	233	233	\$0.00
Outokumpu #3	0	233	233	\$0.00
DMI Distribution	21	0	21	\$364,412
Liebert Corp. #1	55	72	127	\$2,368,042
Optimum Plastics #1	22	0	22	\$1,167,641
Optimum Plastics #2	10	27	37	\$432,460
Optimum Plastics #3	6	38	44	\$302,722
Gooseberry Patch #1	49	18	67	\$1,470,000
Gooseberry Patch #2	16	108	124	\$672,000
Jeg's Automotive	91	143	234	\$5,399,293
Midwest Acoust-A-F.	26	12	38	\$606,856
Signstrut, Inc.*	54	114.5	168.5	\$1,950,245
The Kroger Co.	108	387	495	\$2,619,620
TOTAL	467	1385.5	1,853	\$17,567,678

Chart 3 Cumulative Taxes at project Site thru 12/31/04

	<u>Actual</u> <u>Investment</u> <u>level as of</u> <u>12/31/04</u>		<u>Real</u> <u>Property</u> <u>Taxes</u> <u>Paid</u> <u>2004</u>	<u>Term</u>	<u>Real</u> <u>Property</u> <u>taxes paid</u> <u>2004</u>	<u>Term</u>	<u>Personal</u> <u>property</u> <u>taxes paid</u> <u>2004</u>	<u>Term</u>
<u>Name of Company</u>	<u>Real</u>	<u>Personal</u>						
Nat. Met. Finishing	\$0.00	\$473,000	\$0.00	\$0.00	\$0.00	\$0.00	\$2,691.00	\$7,639
Outokumpu #2	\$7,655,897	\$15,069,447	\$108,080	\$229,973	\$60,957	\$273,749	\$466,974	\$1,073,884
Outokumpu #3	\$2,403,394	\$13,047,870	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DMI Distribution	\$5,307,358	\$77,096	\$86,780	\$637,730	\$53,842	\$366,720	\$0.00	\$0.00
Liebert Corp. #1	\$3,240,624	\$14,573,703	\$117,469	\$923,762	\$0.00	\$0.00	\$201,516	\$1,550,779
Optimum Plastics #1	\$1,300,000	\$3,616,906	\$18,226	\$142,195			\$20,497	\$172,316
Optimum Plastics #2	\$0.00	\$2,214,688	\$0.00	\$0.00	\$0.00	\$0.00	\$21,182	\$91,203
Optimum Plastics #3	\$2,192,543	\$2,236,891	\$9,821.00	\$9,821.00	\$0.00	\$0.00	\$34,744.00	\$34,744.00
Gooseberry Patch #1	\$1,121,440	\$1,507,000	\$0.00	\$34,790	\$0.00	\$12,177	\$0.00	\$86,083
Gooseberry Patch #2	\$1,380,725	\$929,739					\$63,364	\$144,166
Jeg's Automotive	\$12,179,166	\$43,803,388	\$53,838	\$245,891	\$102,178	\$421,109	\$198,299	\$574,099
Midwest Acoust-A-F.	\$791,035	\$1,722,983	\$19,906	\$110,632	\$9,010	\$44,017	\$140,755	\$721,120
Signstrut, Inc.*	\$1,424,003	\$6,964,804	\$43,437	\$216,971	\$1,492	\$7,459	\$55,207	\$293,643
The Kroger Co.	\$58,911,737	\$44,390,018	\$334,535	\$561,835	\$854,920	\$854,920	\$41,784	\$41,784
TOTAL	\$97,907,922	\$150,627,533	\$792,092	\$3,113,600	\$1,082,399	\$1,980,151	\$1,247,013	\$4,791,460

Chart 3 Continued

<u>Name of Company</u>	<u>2004</u>	<u>Term</u>	<u>Recommendation</u>	
Nat. Met. Finishing	\$2,308	\$6,653	Continue	Pending
Outokumpu #2	\$60,414	\$427,849	Continue	Pending
Outokumpu #3	\$0.00	\$0.00	Continue	Advisory Pending
DMI Distribution	\$0.00	\$0.00	Modify	Pending
Liebert Corp. #1	\$35,600	\$348,021	Continue	Pending
Optimum Plastics #1	\$20,497	\$172,316	Continue	Pending



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Optimum Plastics #2	\$9,078	\$39,087.00	Continue	Pending
Optimum Plastics #3	\$14,890	\$14,890.00	Continue	Pending
Gooseberry Patch #1	\$0.00	\$30,129	Continue	Pending
Gooseberry Patch #2	\$34,119	\$77,103	Continue	Pending
Jeg's Automotive	\$111,531	\$452,702	Continue	Pending
Midwest Acoust-A-F.	\$20,120	\$172,479	Continue	Pending
Signstrut, Inc.*	\$45,721	\$268,109	Terminate	Pending
The Kroger Co.	\$0.00	\$0.00	Continue	Pending
TOTAL	\$354,278	\$2,009,338		

Chart 4

Delaware City Tax Incentive Review Council Report - Summary  
Enterprise Zone Program Year - 2004  
Job & Payroll Creation

<u>Name of Company</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>
Nat. Met. Finishing	9/18/1998	12/31/2006	20	9	45.00%	\$360,000	\$214,387	59.55%
Outokumpu #2	8/9/1998	12/31/2011	56	0	0.00%	\$1,596,000	\$0	0.00%
Outokumpu #3	4/29/2002	12/31/2014	35	0	0.00%	\$1,241,000	\$0.00	0.00%
DMI Distribution	11/30/1995	12/31/2007	41	21	51.22%	\$1,070,000	\$364,412	34.06%
Liebert Corp. #1	1/29/1996	12/31/2005	41	55	134.15%	\$2,113,755	\$2,368,042	112.03%
Optimum Plastics #1	7/10/1996	12/31/2009	22	22	100.00%	\$709,000	\$1,167,641	164.69%
Optimum Plastics #2	4/25/2000	12/31/2012	10	10	100.00%	\$225,000	\$432,460	192.20%
Optimum Plastics #3	9/26/2002	12/31/2008	8	6	75.00%	\$160,000	\$302,722	189.20%
Gooseberry Patch #1	9/9/1996	12/31/2007	12	49	408.33%	\$187,800	\$1,470,000	782.75%
Gooseberry Patch #2	3/1/2001	12/31/2013	32	16	50.00%	\$850,000	\$672,000	79.06%
Jeg's Automotive	8/29/1997	12/31/2010	115	91	79.13%	\$2,250,000	\$5,399,293	239.97%
Midwest Acoust-A-F.	11/10/1997	12/31/2008	25	26	104.00%	\$375,000	\$606,856	161.83%
Signstrut, Inc.*	8/2/1999	12/31/2011	35	54	154.29%	\$3,331,000	\$1,950,245	58.55%
The Kroger Co.	3/28/2002	12/31/2014	276	108	39.13%	\$8,158,000	\$2,619,620.00	32.11%
TOTAL			728	467	64.15%	\$22,626,555	\$17,567,678	77.64%

\*Pending Termination

Chart 5

City of Delaware Tax Incentive Review Council Report - Summary  
Enterprise Zone Program Year - 2004  
Job & Payroll Creation

<u>Name of Company</u>	<u>Real Property Investment Goal</u>	<u>Real Property Investment Results</u>	<u>% of Goal Achieved</u>	<u>Personal Property Investment Goal</u>	<u>Personal Property Investment Results</u>
Nat. Met. Finishing	\$0.00	\$0.00	n/a	\$455,000	\$473,000.00
Outokumpu #2	\$4,150,000	\$7,655,897	184.48%	\$20,077,000	\$15,069,447

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Outokumpu #3	\$2,500,000	\$2,403,394	96.14%	\$13,182,768	\$13,047,870
DMI Distribution	\$3,110,000	\$5,307,358	170.65%	\$5,030,000	\$77,096
Liebert Corp. #1	\$300,000	\$3,240,624	1080.21%	\$5,340,400	\$14,573,703
Optimum Plastics #1	\$1,300,000	\$1,300,000	100.00%	\$3,730,000	\$3,616,906
Optimum Plastics #2	\$0.00	\$0.00	#DIV/0!	\$2,000,000	\$2,214,688
Optimum Plastics #3	\$2,000,000.00	\$2,192,543.00	109.63%	\$2,500,000	\$4,236,891
Gooseberry Patch #1	\$1,032,000	\$1,121,440	108.67%	\$1,100,000	\$1,507,000
Gooseberry Patch #2	\$1,300,000	\$1,380,725	106.21%	\$1,500,000	\$929,739
Jeg's Automotive	\$11,950,000	\$12,179,166	101.92%	\$44,500,000	\$43,803,388
Midwest Acoust-A-F.	\$600,000	\$791,035	131.84%	\$575,000	\$1,722,983
Signstrut, Inc.*	n/a	\$1,424,003	#VALUE!	n/a	\$6,964,804
The Kroger Co.	\$57,200,000	\$58,911,737	102.99%	\$79,000,000	\$44,390,018
TOTAL	\$85,442,000	\$97,907,922	114.59%	\$178,990,168	\$152,627,533

Chart 5 continued

	% of Goal Achieved	Total Property Investment Goal	Total Property Investment Results	% of Goal Achieved
Nat. Met. Finishing	103.96%	\$455,000	\$473,000	103.96%
Outokumpu #2	75.06%	\$24,227,000	\$22,725,344	93.80%
Outokumpu #3	98.98%	\$15,682,768	\$15,451,264	98.52%
DMI Distribution	1.53%	\$8,140,000	\$5,384,454	66.15%
Liebert Corp. #1	272.90%	\$5,640,400	\$17,814,327	315.83%
Optimum Plastics #1	96.97%	\$5,030,000	\$4,916,906	97.75%
Optimum Plastics #2	110.73%	\$2,000,000	\$2,214,688	110.73%
Optimum Plastics #3	169.48%	\$4,500,000	\$6,429,434	142.88%
Gooseberry Patch #1	137.00%	\$2,132,000	\$2,628,440	123.29%
Gooseberry Patch #2	61.98%	\$2,800,000	\$2,310,464	82.52%
Jeg's Automotive	98.43%	\$56,450,000	\$55,982,554	99.17%
Midwest Acoust-A-F.	299.65%	\$1,175,000	\$2,514,018	213.96%
Signstrut, Inc.*	#VALUE!	\$2,500,000	\$8,388,807	335.55%
The Kroger Co.	56.19%	\$136,200,000	\$103,301,755	75.85%
TOTAL	85.27%	\$266,932,168	\$250,535,455	93.86%

Vote on Motion            Mr. Evans            Aye            Mr. Jordan            Aye            Mr. Ward            Aye

Dottie Brown, from the Economic Development Department, informed the Commissioners that information on the Community Housing Improvement Program has been sent out to various areas of the county in hopes of trying to reach possible applicants for the program.

There being no further business the meeting adjourned.

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Kristopher W. Jordan

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James D. Ward

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Letha George, Clerk to the Commissioners