

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

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

9:30 AM Public Hearing # 2 To Consider The Funding Of Delaware County's Revolving Loan Fund (RLF) And CDBG Economic Development Loan For Franklin Imaging Acquisition Of Land And Building (CANCELED)

10:00 AM Bid Opening Date And Time For Janitorial Services For Delaware County

PUBLIC COMMENT

RESOLUTION NO. 06-574

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 4, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held May 4, 2006 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 06-575

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR055 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR055:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR055, memo transfers in batch numbers MTAPR055 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>			
<b>Vouchers</b>			
Isaac Brant Ledman & Teetor	Legal Fees	60111901-5301	\$ 22,657.67
Toddler Inn	Day Care	22411610-5348	\$ 13,353.46
CEBCO	June 06 Premiums & Claims	60211902-5370	\$ 667,204.47
AEP	Service/Walker Woods	65211919-533833802	\$ 44,259.02
US Filter	Bioxide Chemicals	65211905-5290	\$ 21,052.50
AEP	Service/Walker Woods	65211905-533833802	\$ 33,162.08

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

RESOLUTION NO. 06 -576

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Prosecutor's Office is requesting that Chrystal Alexander and Tabitha Bonifas attend a Victim Assistants Two Days in May Seminar in Columbus, Ohio May 23-24, 2006, at the cost of \$50.00.

The Prosecutor's Office is requesting that Melinda Bettac and Scott Ritter attend a Probation Training Workshop in Columbus, Ohio June 15-16, 2006, at the cost of \$300.00.

The Clerk Of Courts Office is requesting that Jan Antonoplos attend an Ohio Clerk of Courts Association Summer Conference in Dayton, Ohio June 13-15, 2006, at the cost of \$150.00.

The Administrative Services Department is requesting that Dawn Huston attend a Personal and Professional Development Workshop in Columbus, Ohio May 26, 2006, at the cost of \$94.00.

The EMS Department is requesting that Johannas Dickhof attend a WMD-EMS Course in Anniston, Alabama May 30-June 3, 2006, at no cost.

The Auditor's Office is requesting that Todd Hanks and Brad Higgins attend a GFOA Revenue Forecasting Seminar in Chicago, Illinois July 24-25, 2006, at the cost of \$2,700.00.

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006**

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The Court of Common Pleas is requesting that Lorrie Sanderson attend a Bullet Proof Training in London, Ohio June 6, 2006, at the cost of \$175.00.

The Court of Common Pleas is requesting that Lorrie Sanderson attend a Chemical Repellent Training in London, Ohio May 9-10, 2006, at the cost of \$180.00.

The Court of Common Pleas is requesting that Lorrie Sanderson attend Shot Avoidance Training in London, Ohio July 24-24, 2006, at the cost of \$202.50.

The Court of Common Pleas is requesting that Lorrie Sanderson attend Street Survival Training in Cleveland, Ohio May 17-18, 2006, at the cost of \$477.00.

Juvenile Court is requesting that Judge Ken Spicer attend a Probate/Juvenile Domestic Relations Seminar in Oregon, Ohio June 5-8, 2006, at the cost of \$885.50.

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

**RESOLUTION NO. 06-577**

**IN THE MATTER OF CHANGING THE COMMISSIONERS' SESSION FOR MONDAY MAY 29, 2006 TO TUESDAY MAY 30, 2006 AT 9:00AM:**

It was moved by Mr. Evans, seconded by Mr. Jordan to change The Commissioners' Session for Monday May 29, 2006 to Tuesday May 30, 2006 at 9:00AM. (Monday is a Holiday).

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

**RESOLUTION NO. 06-578**

**IN THE MATTER OF APPROVING THE TREASURER'S REPORT:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the Treasurer's Report.

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

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

**RESOLUTION NO. 06-579**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR LAKE SHORE:**

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

**Lake Shore**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 8<sup>th</sup> day of May 2006, between **SILVESTRI HOMES, LTD.** as evidenced by the **LAKE SHORE** 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 4/26/06, 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

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006**

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

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

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

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

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

**CONSTRUCTION**

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

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

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

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

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

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

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

**RESOLUTION NO. 06 -580**

**IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF HOMEWOOD CORPORATION FOR CONSTRUCTION OF KILLDEER MEADOWS SECTION 1:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve taking action against the bond of Homewood

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

Corporation:

**Killdeer Meadows Section 1**

In April, 2004, your Board entered into agreement with Homewood Corporation, the developer for the above referenced project. In March, 2006, we sent Homewood a Pre-final Punchlist, outlining the items needed to be done to complete the project. In April, 2006, a letter was sent via Certified Mail, again advising them of the outstanding items and that if these items were not completed by May 15, 2006, we would take action against their maintenance surety for the project. As of this date, Homewood has still not completed these items. The Engineer is, therefore, requesting approval to take action against their maintenance surety should they fail to respond by the May 15, 2006 date.

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

**RESOLUTION NO. 06 -581**

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

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

Permit #	Applicant	Location	Type of Work
U06060	American Electric Power	Hyatts Road	Relocate overhead electric
U06061	American Electric Power	Hyatts Road	Relocate facilities
U06063	Sprint	Cheshire Road	Construct road bore

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

**RESOLUTION NO. 06 -582**

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE OF LAND WITH GREGORY ZIMMERMAN AND LINDA ZIMMERMAN FOR THE LEWIS CENTER/OLD STATE ROAD INTERSECTION IMPROVEMENT PROJECT:**

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

CONTRACT OF SALE AND PURCHASE  
VACANT LAND/IMPROVEMENTS

This Agreement entered into on the below date by and between Gregory V. Zimmerman & Linda G. Zimmerman, Husband & Wife (if more than one, collectively) called the OWNER (and, if applicable, the undersigned spouse(s) of the seller(s), which hereby agree(s) to relinquish and release to the purchaser herein all right, interest and expectancy of dower in the hereinafter described real property); and the Board of County Commissioners of Delaware County, hereinafter called the PURCHASER.

WITNESSETH: In consideration of the mutual promises, agreements and covenants herein contained:

1. Purchaser promises and agrees to pay to said Owner the total sum of Eight Thousand Eight Hundred Fifty----- Dollars (\$8,850.00) which total sum to be paid the Owner pursuant to this Contract shall constitute the entire compensation for:
  - A. The real property to be conveyed.
  - B. For damages to any residual lands of the owner.
  - C. For owner's covenants herein; and,
  - D.
  - E. and for any supplemental instruments necessary for transfer of title.

It is understood and agreed that the owner is responsible for all delinquent taxes and assessments including penalties and interest and all other real estate taxes and assessments which are a lien on the closing date. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is the earlier date. Owner is also responsible for all future installments of special assessments levied and assessed against said real property, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on said real property at the date of transfer. The Purchaser may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the Owner and any deficiency shall be the responsibility of the Owner.

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006**

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2. Owner agrees to sell and convey, upon the fulfillment of all the obligations and terms of this AGREEMENT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the real property in fee simple, of if otherwise specified, the rights or estate in the real property, as described in Exhibit A, attached hereto which is incorporated herein and made a part hereof as if fully rewritten herein, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
3. Owner further agrees to release to said purchaser, its successors and assigns, any and all abutters rights, including access rights, appurtenant to any remaining lands of the Owner of which the above described real property now forms a part, in, over, from and to the real property described in Exhibit A hereof. (This paragraph applies to limited access parcels only.).
4. Owner further agrees to execute supplemental instruments necessary for the construction and maintenance of said highway project, over, across, and upon the real property described in Exhibit A.
5. Owner further agrees to convey said real property as herein set forth, with release of dower, warranting the same free and clear from all liens and encumbrances whatsoever, except zoning restrictions and public utility easements of record.
6. Owner further agrees to assist wherever possible to procure, record and deliver to the purchaser releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying said premises, and all assessment claims against said real property.
7. Owner also agrees that he will not change the existing character of the land, in the event of any damage, change, alteration or destruction occurs to said real property thereon, resulting from any cause whatsoever, prior to the date the possession is surrendered to the Purchaser, the Owner agrees to restore it to the condition it was in at the time of the execution of this agreement by the Owner, or to accept the purchase price consideration, hereinabove stated, less the cost of such restoration. In case the Owner refuses to restore it to the condition it was in at the time of the execution of this Agreement by the Owner, or to accept the money consideration less the cost of such restoration as hereinabove stated, the Purchaser may, at its option after discovery or notification of such destruction, removal or injury, terminate this agreement by written notice to said Owner.
8. Prior to acceptance by the Purchaser, the execution of this Agreement by the Owner shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this Agreement by the purchaser with said period, it shall constitute a valid and binding Agreement of Sale and Purchase.
9. Owner agrees that the Purchaser may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this Agreement which shall be made at a time and place agreed upon between the parties, but no later than ten days after notification of the Owner by the Purchaser that Purchaser is ready to close.
10. Physical possession of vacant land shall be surrendered no later than the date payment is tendered.
11. This contract shall be binding upon Owner and Owner's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the Purchaser, its successors and assigns.
12. Four (4) trees within proposed right of way are not to be disturbed as part of this roadway project. However, owner understands/agrees that trees will be within County right of way and are subject to future removal, should the County deem it necessary.

EXHIBIT A  
*Parcel 2-WD*

Situated in the Township of Orange, County of Delaware and State of Ohio, and being part of Farm Lot 5, Section 1, Twp. 3 N, Range 128 W, of the United States Military Lands also being part of Lot 707 of the Chapman Subdivision, as recorded in Plat Book 16, Page 126 at the Recorders Office. Said parcel being part of the Gregory V. & Linda G. Zimmerman tract as recorded in Vol. 266, Pages 2181 & 2183 of the Official Records of Delaware County, and further bounded and described as follows:

Beginning for reference at a railroad spike found in the centerline R/W of South Old State Rd, with centerline STA 0+95.44, said point also being on the east line of the Village of Alum Creek, Section 3, Subdivision, as recorded in Plat Book 2, Page 244; Thence N 13° 06' 37" E, 352.44 feet, along the centerline R/W of South Old State Rd to a point at STA 4+47.88, said point being at the Southeast corner of the aforementioned Lot 707, Chapman Subdivision and corner of aforementioned Zimmerman tract, said point also being the True Point of Beginning;

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

Thence, N 86° 20' 59" W, 60.83 ft along the common line between Lot 706 and 707 of the aforementioned Chapman Subdivision, to an iron pin set at centerline R/W, STA 4+37.88, 60.00 ft LT, passing an iron pin found at 30.12 ft;

Thence, N 13° 06' 37" E, 145.00 ft, through the aforementioned Zimmerman tract, to an iron pin set at centerline R/W STA 5+82.88, 60.00 ft LT, on the South line of Lot 708, of the aforementioned Chapman Subdivision;

Thence, S 86° 20' 59" E, 60.83 ft, along the common line between Lot 707 and 708, to the centerline R/W of South Old State Rd., STA 5+92.88, passing an iron pin found at 30.49 ft;

Thence, S 13° 06' 37" W, 145.00 ft, along the centerline of South Old State Rd, to the True Point of Beginning.

Containing 0.200 acres of which 0.100 acres are Present R/W Occupied.

Bearings herein are based on assumed Meridian and Origin based on an alignment survey by R.D. Zande & Assoc., Inc.

Subject to all easements, rights of way, legal highways and zoning ordinances of record.

Parcel No. 318-210--03-015-000

Todd D. Willis, PS  
Reg. Surveyor No. 7996

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

**RESOLUTION NO. 06 -583**

**IN THE MATTER OF APPROVING A QUIT-CLAIM DEED WITH SCHWACK LIMITED PARTNERSHIPS FOR FROST ROAD RIGHT-OF-WAY:**

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

**Frost Road Extension**

Per the letter from Leslie Warthman of Genoa Township, The Engineer request that your Board accept the additional right-of-way as dedicated by Schwack Limited Partnership and described in Exhibit "A" attached hereto for Frost Road in order for Genoa Township to enforce their zoning requirements within the area as described. (Copy available for review at the Commissioner's office until no longer of administrative value.)

**QUIT-CLAIM DEED**

**SCHWACK LIMITED PARTNERSHIP** for valuable consideration paid, grant(s) to **DELAWARE COUNTY COMMISSIONERS**, whose tax mailing address is 101 North Sandusky street Delaware, Ohio 43015, the following described real property:

Being 0.016 acre area of land located south of the easterly extension of the centerline of Frost Road in the Township of Genoa, County of Delaware and State of Ohio and being more particular described in Exhibit "A" attached hereto and made a part hereof as though fully rewritten herein.

See Exhibit "A" attached hereto and made a part hereof as though fully rewritten herein.

**THIS CONVEYANCE OF RIGHT-A-WAY IS TO BE USED SOLELY FOR THE CONSTRUCTION, IMPROVEMENT AND USE OF THE ABOVE DESCRIBED PROPERTY AS A RIGHT-OF-WAY FOR FROST ROAD.**

DESCRIPTION OF A 0.016 ACRE AREA OF LAND LOCAED  
SOUTH OF THE EASTERLY EXTENSION OF THE CENTELINE OF FROST ROAD  
IN THE TOWNSHIP OF GENOA,  
STATE OF OHIO

(FROST ROAD EXTENSION RIGHT-OF-WAY)

Situated in the State of Ohio, County of Delaware, Township of Genoa, being in Farm Lot 13 of Quarter Township 3, Township 3 North, Range 17 West, United States Military Lands and being a 0.016 acre area of land, more or less, said 0.016 acre area being out of that 12.2628 acre tract of land described in Exhibit "A" in the deed to Schwack Limited Partnership, of record in Deed Book 652, Page 456, Recorder's Office, Delaware County, Ohio, said 0.016 acre area of land being more particularly described as follows:

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

Beginning, for reference, at a 3/4-inch (I.D.) iron pipe found in the southerly line of said Farm Lot 13 at the southwesterly corner of said 12.2628 acre tract, the same being the southeasterly corner of Lot 1152 as the same is numbered and delineated upon the recorded plat of Purdie Industrial Park, of record in Plat Book 9, Page 13, Recorder's Office, Delaware County, Ohio, said reference point of beginning being located S89°55'57"W, a distance of 1486.07 feet from, as measured along the southerly line of said Farm Lot 13, a fence post found as the common corner of Farm Lot 4, Farm Lot 5, Farm Lot 12 and said Farm Lot 13; thence, from said iron pipe, N0°08'05"W, with the westernmost line of said 12.2628 acre tract and with the easterly line of said Lot 1152, a distance of 343.85 feet to a 3/4-inch (I.D.) iron pipe found at a northwesterly corner of said 12.2628 acre tract, the same being the southwesterly corner of that 0.1607 acre tract of land described in Exhibit "A" in the deed to the County of Delaware for right-of-way for Frost Road extension, of record in Deed Book 488, Page 14, Recorder's Office, Delaware County, Ohio; thence N90°00'00"E; with a northerly line of said 12.2628 acre tract and with the southerly line of said 0.1607 acre tract, a distance of 50.00 feet to a 3/4-inch (I.D.) iron pipe found at the true point of beginning at an external corner of said 12.2628 acre tract, the same being the southeasterly corner of said 0.1607 acre tract;

Thence, from said true point of beginning, N0°08'05"W, with a westerly line of said 12.2628 acre tract and with the easterly line of said 0.1607 acre tract, a distance of 70.00 feet to a 3/4-inch (I.D.) iron pipe set in the easterly extension of the centerline of Frost Road at a northwesterly corner of said 12.2628 acre tract;

Thence N90°00'00"E, with the easterly extension of the centerline of said Frost Road and with the northernmost line of said 12.2628 acre tract, a distance of 10.00 feet to a 3/4-inch (I.D.) iron pipe set;

Thence S0°08'05"E, parallel with and 10.00 feet easterly from, as measured at right angles, the easterly line of said 0.1607 acre tract, a distance of 70.00 feet to a 3/4-inch (I.D.) iron pipe set;

Thence N90°00'00"W, parallel with and 70.00 feet southerly from, as measured at right angles, the northernmost line of said 12.2628 acre tract, a distance of 10.00 feet to the true point of beginning and being a 0.016 acre area of land, more or less.

Subject to all rights-of-way, easements and restrictions, if any, of previous record.

We hereby state that the foregoing description was prepared from information obtained from an actual field survey conducted by Bauer, Davidson & Merchant, Inc. in July of 2005.

The bearings given in the foregoing description are based upon the bearing of due EAST, as given for the northerly line of that 12.2628 acre tract of land described in Exhibit "A" in the deed to Schwack Limited Partnership, of record in Deed Book 652, Page 456, Recorder's Office, Delaware County, Ohio.

BAUER, DAVIDSON & MERCHANT, INC. Consulting Engineers

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

**RESOLUTION NO. 06-584**

**IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS YWCA/WHITTIER SCHOOL AGE CHILD CARE PROGRAM AND CHILDREN'S WORLD LEARNING CENTER:**

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

**BASIC RATES**

**Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours**

Hourly: Paid after 60 hours

**Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours**

Hourly Paid for .1 hour to 7.9 hours

**Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours**

Hourly: Paid after 50 hours

**Part-time Week for Home Providers: 8 hours to 24.9 hours**

Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full	Part Time	Hourly
Children's World Learning	Infant	\$169.90	\$ 134.21	\$ 8.76

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

Center	Toddler	\$149.42	\$ 108.70	\$ 6.39
	Pre-K	\$133.89	\$ 94.80	\$ 5.84
	Before & After K	\$102.38	\$ 71.99	\$ 5.39
	Before & After School	\$ 97.00	\$ 71.99	\$ 5.39
YWCA/Whittier School Age Child Care Program	<b>School Age</b>			
	7am-9am	\$ 35.00	\$ 35.00	\$ 5.39
	3pm-6pm	\$ 45.00	\$ 45.00	\$ 5.39
	Before & After	\$ 70.00	\$ 70.00	\$ 5.39
	Summer Program	\$ 102.38	\$ 71.99	\$ 5.39

(A Copy of each of these contacts is available in the Commissioners' Office until no longer of Administrative Value).

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

**RESOLUTION NO. 06-585**

**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 NOAH'S ARK LEARNING CENTER AND ERIN COOMES :**

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

**Noah's Ark Learning Center**

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

This amendment, effective April 18, 2006, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Noah's Ark Learning Center entered into on the 1st day of February 2006.

Article 4. Cost and Delivery of Purchased Services:

Payment Rates:

(1) Basic Rates:

Infants Full Time  
from \$160.00 to \$169.00

Please add:

	FT	PT	HR
Before & After Kindergarten	\$102.38	\$71.99	\$5.39
Before Kindergarten	\$71.99	\$71.99	\$5.39
After Kindergarten	\$71.99	\$71.99	\$5.39
Before & After (1-5 gr)	\$85.00	\$71.99	\$5.39

**Erin Coomes**

AMENDMENT TO PURCHASE OF CHILD CARE PROVIDER TRAINING SERVICES CONTRACT  
AMENDMENT NO.2

This amendment, effective April 11, 2006 is to amend the Purchase of Child Care Provider Contract between the Delaware County Department of Job and Family Services and Erin Coomes entered into on the 1<sup>ST</sup> day of July 2005.

1. Change of address:

FROM: 111 Gold Dust Ct., Delaware, Ohio 43015  
TO: 109 Saddle Tree Ct., Delaware, Ohio 43015

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

**RESOLUTION NO. 06-586**



COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND UNITED METHODIST CHILDREN'S HOME FOR CHILD PLACEMENT SERVICES:**

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
United Methodist Children's Home 1033 High Street Worthington, Ohio 43085	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A Copy of this contact is available in the Commissioners' Office until no longer of Administrative Value).

**Further Be It Resolved**, that the Commissioners approve the following Purchase Order Request:

United Methodist Children's Home-Residential Treatment-22511607-5342 \$10,000

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

**RESOLUTION NO. 06-587**

**IN THE MATTER OF APPROVING AN APPLICATION FOR THE T.E.A.M. MENTORING JUVENILE COURT GRANT:**

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

Source: Delaware/Morrow Mental Health & Recovery Services Board  
 Grant Period: July 1, 2006 to June 30, 2007

Grant Amount: \$ 38,500.00  
 Local Match: 7,094.00  
 Total Grant Amount: \$ 45,594.00

The DMMHRSB TEAM Mentoring grant (formerly the ODADAS) funds the T.E.A.M. Mentoring program run by Patty Cram. The grant funds a majority portion of her salary and benefits as the Program Coordinator.

The local match funding comes from Department of Youth Services for salary and the special fund for training and supplies. Program Coordinator paid from this grant is informed that their position is grant funded and that continued employment is contingent upon continued grant funding.

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

**RESOLUTION NO. 06-588**

**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 2005 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:**

It was moved by Mr. Jordan, 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

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC), for the Enterprise Zone met on March 14, 2006 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 2005, and the recommendations of the TIRC, by March 31, 2006 to the Director of the Ohio Department of Development, and said report has been submitted.

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 14, 2006 as summarized on the following Program Year 2005 Enterprise Zone Program Summary report for the City of Westerville - Zone Number 267, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development as appropriate, and all other appropriate entities, as noted in Ohio Revised Code Section 5709.68.

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

Chart #1

**City of Westerville Tax Incentive Review Council Report – Summary**

**Enterprise Zone Program Year – 2005**

<b>Job &amp; Payroll Creation</b>	<b>Date of Agreement</b>	<b>End of Abatement Period</b>	<b>Job Creation Goal</b>	<b>Job Creation Results</b>	<b>% of Goal Achieved</b>	<b>Payroll Creation Goal</b>	<b>Payroll Creation Results</b>	<b>% of Goal Achieved</b>	<b>TIRC Action</b>
Worthington Cylinder	3/31/1994	12/31/2009	100	128	128.00%	\$1,700,000	\$3,110,618	182.98%	Continue
<b>TOTALS</b>			<b>100</b>	<b>128</b>	<b>128.00%</b>	<b>\$1,700,000</b>	<b>\$3,110,618</b>	<b>182.98%</b>	

Chart #1 Continued

<b>Job &amp; Payroll Creation</b>	<b>Real Property Investment Goal</b>	<b>Real Property Investment Results</b>	<b>% of Goal Achieved</b>	<b>Personal Property Investment Goal</b>	<b>Personal Property Investment Results</b>	<b>% of Goal Achieved</b>
Worthington Cylinder	\$3,650,000	\$4,701,299	128.80%	\$22,000,000	\$17,970,371	81.68%
<b>TOTALS</b>	<b>\$3,650,000</b>	<b>\$4,701,299</b>	<b>128.80%</b>	<b>\$22,000,000</b>	<b>\$17,970,371</b>	<b>81.68%</b>

Chart #1 continued

<b>Job &amp; Payroll Creation</b>	<b>Total Property Investment Goal</b>	<b>Total Property Investment Results</b>	<b>% of Goal Achieved</b>
Worthington Cylinder	\$25,650,000	\$22,671,670	88.39%
<b>TOTALS</b>	<b>\$25,650,000</b>	<b>\$22,671,670</b>	<b>88.39%</b>

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

**RESOLUTION NO. 06-589**

**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 2005 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:**

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

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

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

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

new business investment within said Zone; and

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC), for the Enterprise Zone met on March 14, 2006 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 2005, and the recommendations of the TIRC, by March 31, 2006 to the Director of the Ohio Department of Development, and said report has been submitted.

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 14, 2006 as summarized on the following Program Year 2005 Enterprise Zone Program Summary report for the Village of Sunbury - Zone Number 220, be accepted and that this report, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development as appropriate, and all other appropriate entities, as noted in Ohio Revised Code Section 5709.68.

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

Chart #2

**Village of Sunbury Tax Incentive Review Council Report - Summary**

**Enterprise Zone Program Year - 2005**

<u>Job &amp; Payroll Creation</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>	<u>TIRC Action</u>
OHASHI TECHNICA USA	12/30/1993	12/31/2006	35	35	100.00%	\$850,000	\$1,513,768	178.09%	Continue
American Showa	8/19/2004	12/31/2015	8	16	200.00%	480000	\$1,037,187	216.08%	Continue*
<b>TOTALS</b>			<b>43</b>	<b>51</b>	<b>118.60%</b>	<b>\$1,330,000</b>	<b>\$2,550,955</b>	<b>191.80%</b>	

\* Explanation requested from the Company as to level of real property investment v. goal

Chart # 2 Continued

<u>Investment Project</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>
OHASHI TECHNICA USA	\$2,230,000	\$2,793,420	125.27%	\$8,140,000	\$7,690,353	94.48%
American Showa	\$2,730,600	\$1,262,801	46.25%	\$12,478,668	\$10,921,567	87.52%
<b>TOTALS</b>	<b>\$4,960,600</b>	<b>\$4,056,221</b>	<b>81.77%</b>	<b>\$20,618,668</b>	<b>\$18,611,920</b>	<b>90.27%</b>

Chart # 2 Continued

<u>Investment Project</u>	<u>Total Property Investment Goal</u>	<u>Total Property Investment Results</u>	<u>% of Goal Achieved</u>
OHASHI TECHNICA USA	\$10,370,000	\$10,483,773	101.10%
American Showa	\$15,209,268	\$12,184,368	80.11%
<b>TOTALS</b>	<b>\$25,579,268</b>	<b>\$22,668,141</b>	<b>88.62%</b>

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

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

RESOLUTION NO. 06-590

**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 2005 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING THE PARK AT GREIF TIF AGREEMENT:**

It was moved by Mr. Jordan, 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 14, 2006 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 2005, and the recommendations of the TIRC, by March 31, 2006 to the Director of the Ohio Department of Development, and said report has been submitted.

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 14, 2006 as summarized on the following Program Year 2005 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 as appropriate, and all other appropriate entities, as noted in Ohio Revised Code Section 5709.68.

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

**OHIO TAX INCREMENT FINANCING (TIF) PROGRAMS  
2005 ANNUAL STATUS REPORT  
3/09/06**

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)
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:
 

	<b>Real Property</b>	<b>Personal Property (if applicable)</b>
Project (at time of legislation)	<u>\$5,100,000</u>	<u>\$2,800,000</u>
Actual (as of 12/31/05)	<u>\$8,294,320</u>	<u>\$1,350,080</u>
11. Employment Information:
 

	<b>Retained</b>	<b>Created</b>
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COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

Projected (at time of legislation) 30 100

Actual (as of 12/31/05) 54 61

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

In Calendar Year 2005 \$155,557

Cumulative (through 12/31/05) \$340,607 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 2005: \$1,942

Cumulative (through 12/31/05) \$18,088 Year first expense paid 2002

14. Date of most recent Tax Incentive Review Council (TIRC): 3/14/06

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

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

**RESOLUTION NO. 06-591**

**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 2005 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:**

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

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

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

WHEREAS, the 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, 2006 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 2005, and the recommendations of the TIRC, by March 31, 2006 to the Director of the Ohio Department of Development, and said report has been submitted.

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, 2006 as summarized on the following Program Year 2005 Enterprise Zone Program Summary Report for Orange Township -Zone Number 247, and TIF Report, be accepted and that these reports, and all other information required by the State of Ohio, be forwarded to the Director of the Ohio Department of Development as appropriate, and all other appropriate entities, as noted in Ohio Revised Code Section 5709.68.

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

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

Chart #3

**Orange Township Tax Incentive Review Council Report - Summary**

**Enterprise Zone Program Year - 2005**

<b>Investment</b>	<b>Real Property</b>	<b>Real Property</b>	<b>% of Goal</b>	<b>Pers. Property</b>	<b>Pers. Property</b>	<b>% of Goal</b>
<b>Project</b>	<b>Invest. Goal</b>	<b>Invest. Results</b>	<b>Achieved</b>	<b>Investment Goal</b>	<b>Invest. Results</b>	<b>Achieved</b>
Sarcom #2	\$2,700,000	\$3,015,000	111.67%	\$11,750,000	\$12,821,000	109.11%
Airwaves	\$2,700,000	\$3,156,416	116.90%	\$3,450,000	\$6,875,588	199.29%
Digital Storage	\$2,000,000	\$2,270,205	113.51%	\$11,110,000	\$13,222,714	119.02%
Volvo Parts N. America	\$300,000	\$1,015,916	338.64%	\$44,010,000	\$65,115,292	147.96%
Accel	\$7,100,000	8,728,652	122.94%	\$900,000	\$3,396,193	377.35%
Scholastic Book Fairs	\$5,252,823	\$6,990,353	133.08%	\$9,589,000	\$13,227,904	137.95%
NexTech Materials, Ltd.	\$350,000	\$250,000	71.43%	\$2,300,000	\$1,766,552	76.81%
ATS-Ohio, Inc.	\$225,000	\$1,547,850	687.93%	\$2,325,000	\$2,900,000	124.73%
<b>TOTALS</b>	<b>\$20,627,823</b>	<b>\$26,974,392</b>	<b>130.77%</b>	<b>\$85,434,000</b>	<b>\$119,325,243</b>	<b>139.67%</b>

Chart # 3 continued

<b>Investment</b>	<b>Total Property</b>	<b>Total Property</b>	<b>% of Goal</b>
<b>Project</b>	<b>Invest. Goal</b>	<b>Invest. Results</b>	<b>Achieved</b>
Sarcom #2	\$14,450,000	\$15,836,000	109.59%
Airwaves	\$6,150,000	\$10,032,004	163.12%
Digital Storage	\$13,110,000	\$15,492,919	118.18%
Volvo Parts N. America	\$44,310,000	\$66,131,208	149.25%
Accel	\$8,000,000	\$12,124,845	151.56%
Scholastic Book Fairs	\$14,841,823	\$20,218,257	136.22%
NexTech Materials, Ltd.	\$2,650,000	\$2,016,552	76.10%
ATS-Ohio, Inc.	\$2,550,000	\$4,447,850	174.43%
<b>TOTALS</b>	<b>\$106,061,823</b>	<b>\$146,299,635</b>	<b>137.94%</b>

Chart # 3 Continued

<b>Job &amp; Payroll Creation</b>	<b>Date of</b>	<b>End of</b>	<b>Job</b>	<b>Job</b>	<b>% of Goal</b>
<b>Project</b>	<b>Agreement</b>	<b>Abatement</b>	<b>Creation Goal</b>	<b>Creation Results</b>	<b>Achieved</b>
Sarcom #2	5/19/1997	12/31/2011	225	128	56.89%

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

Airwaves	6/19/1995	12/31/2008	25	39	156.00%
Digital Storage	9/30/1996	12/31/2008	30	8	26.67%
Volvo Parts N. America	4/21/1997	12/31/2008	50	119	238.00%
Accel	9/11/2000	12/31/2011	200	216	108.00%
Scholastic Book Fairs	3/8/2001	12/31/2009	38	22	57.89%
NexTech Materials, Ltd.	12/19/2002	12/31/2013	20	13	65.00%
ATS-Ohio, Inc.	2/24/2005	12/31/2011	50	14	28.00%
<b>TOTALS</b>			<b>638</b>	<b>559</b>	<b>87.62%</b>

Chart # 3 Continued

<b>Job &amp; Payroll Creation</b>	<b>New Payroll Goal</b>	<b>New Payroll Results</b>	<b>% of Goal Achieved</b>	<b>TIRC Action</b>
Sarcom #2	\$6,750,000	\$6,579,196	97.47%	Continue
Airwaves	\$475,000	\$1,258,369	264.92%	Continue
Digital Storage	\$750,000	\$388,513	51.80%	Continue*
Volvo Parts N. America	\$2,000,000	\$4,933,000	246.65%	Continue
Accel	\$3,500,000	\$3,414,079	97.55%	Continue
Scholastic Book Fairs	\$796,000	\$610,500	76.70%	Continue
NexTech Materials, Ltd.	\$1,000,000	\$612,584	61.26%	Continue
ATS-Ohio, Inc.	\$2,392,000	\$256,212	10.71%	Continue
<b>TOTALS</b>	<b>\$15,271,000</b>	<b>\$17,796,241</b>	<b>116.54%</b>	Continue

\* \$7,000 payment to Olentangy Pride (Lack of Job Growth) / Transfer Agreement to new Ownership - Continue

OHHIO TAX INCREMENT FINANCING (TIF) PROGRAMS  
2005 ANNUAL STATUS REPORT  
3/01/06

- Name of Local Jurisdiction and County: Orange Township / Delaware County
- Jurisdiction creating the TIF (circle one): **County**    Municipal    Township
- TIF Type (circle one): **Parcel TIF** Incentive District TIF
- Date Created (mm/dd/yy): 12/20/04
- Identify affected School District(s): Olentangy Local School District
- Project Information/Name: Olentangy Crossings - East
- Type of Project: C ( C=Commercial, I=Industrial, M=Mixed Use, R=Residential)

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

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<br>(if applicable) |
|----------------------------------|----------------------|--------------------------------------|
| Project (at time of legislation) | <u>\$ 27,000,000</u> | <u>\$ N/A</u>                        |
| Actual (as of 12/31/04)          | <u>\$ 0.00</u>       | <u>\$ N/A</u>                        |
11. Employment Information:
- |                                    | Retained | Created        |
|------------------------------------|----------|----------------|
| Projected (at time of legislation) | <u>0</u> | <u>788 FTE</u> |
| Actual (as of 12/31/05)            | <u>0</u> | <u>0</u>       |
12. Dollar amount of service payments deposited into the TIF's tax increment equivalent fund:
- In Calendar Year 2005 \$ 0
- Cumulative (through 12/31/05) \$ 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 2005: 0
- Cumulative (through 12/31/05) \$ 0 Year first expense paid Projected 2005
14. Date of most recent Tax Incentive Review Council (TIRC): 3/09/06
15. TIRC Recommendation (e.g.: compliance, non-compliance, etc.):  
Compliance - Continue

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

**RESOLUTION NO. 06-592**

**IN THE MATTER OF ACCEPTING THE REPORT OF THE DELAWARE COUNTY/DELAWARE CITY ENTERPRISE ZONE TAX INCENTIVE REVIEW COUNCIL (TIRC) ON THE STATUS OF THE ENTERPRISE ZONE PROGRAM FOR PROGRAM YEAR 2005 AND TO ACCEPT THE RECOMMENDATIONS OF THE TIRC CONCERNING AGREEMENTS WITHIN THE ZONE:**

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

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

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

WHEREAS, the duly appointed Tax Incentive Review Council (TIRC), for the Enterprise Zone met on March 16, 2006 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 2005, and the recommendations of the TIRC, by March 31, 2006 to the Director of the Ohio Department of Development, and said report has been submitted.

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



COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

Section 1. That the review and recommendations made by the TIRC on March 16, 2006, as summarized on the following Program Year 2005 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 as appropriate, 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 as appropriate, and all other appropriate entities, as noted in Ohio Revised Code Section 5709.68.

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

**Chart # 4**

Delaware City Tax Incentive Review Council Report – Summary

Enterprise Zone Program Year – 2005

<b>Job &amp; Payroll Creation Project</b>	<b>Date of Agreement</b>	<b>Date of Expiration</b>	<b>Job Creation Goal</b>	<b>Job Creation Results</b>	<b>% of Goal Achieved</b>
Nat. Metal Finishing	9/18/1998	12/31/2006	20	9	45.00%
Outokumpu #2	8/9/1998	12/31/2011	56	0	0.00%
Outokumpu #3	4/29/2002	12/31/2014	35	14	40.00%
DMI Distribution	11/30/1995	12/31/2007	41	15	36.59%
Liebert Corp. #1	1/29/1996	12/31/2005	41	55	134.15%
Optimum Plastics #1	7/10/1996	12/31/2009	22	22	100.00%
Optimum Plastics #2	4/25/2000	12/31/2012	10	10	100.00%
Optimum Plastics #3	9/26/2002	12/31/2008	8	8	100.00%
Gooseberry Patch #1	9/9/1996	12/31/2007	12	49	408.33%
Gooseberry Patch #2	3/1/2001	12/31/2013	32	16	50.00%
Jeg's Automotive	8/29/1997	12/31/2010	115	86	74.78%
Midwest Acoust-A-Fiber	11/10/1997	12/31/2008	25	31	124.00%
Signstrut, Inc.	8/2/1999	12/31/2011	35	76	217.14%
The Kroger Co.	3/28/2002	12/31/2014	276	151	54.71%
<b>TOTALS</b>			<b>728</b>	<b>542</b>	<b>74.45%</b>

Chart #4 Continued

<b>Job &amp; Payroll Creation Project</b>	<b>Payroll Creation Goal</b>	<b>Payroll Creation Results</b>	<b>% of Goal Achieved</b>	<b>TIRC Action</b>
Nat. Metal Finishing	\$360,000	\$238,186	66.16%	Continue
Outokumpu #2	\$1,596,000	\$0.00	0.00%	Continue
Outokumpu #3	\$1,241,000	\$616,352	49.67%	Continue
DMI Distribution	\$1,070,000	\$360,140	33.66%	Terminate
Liebert Corp. #1	\$2,113,755	\$2,675,592	126.58%	Continue
Optimum Plastics #1	\$709,000	\$1,295,434	182.71%	Continue
Optimum Plastics #2	\$225,000	\$462,655	205.62%	Continue

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

Optimum Plastics #3	\$160,000	\$378,349	236.47%	Continue
Gooseberry Patch #1	\$187,800	\$1,523,800	811.40%	Continue
Gooseberry Patch #2	\$850,000	\$220,626	25.96%	Continue
Jeg's Automotive	\$2,250,000	\$3,986,275	177.17%	Continue
Midwest Acoust-A-Fiber	\$375,000	\$772,245	205.93%	Continue
Signstrut, Inc.	\$3,331,000	\$2,698,619	81.02%	Continue*
The Kroger Co.	\$8,158,000	\$3,302,016	40.48%	Continue**
<b>TOTALS</b>	<b>\$22,626,555</b>	<b>\$18,530,289</b>	<b>81.90%</b>	

\* Conditioned on Signstrut becoming current on School Comp. Pmts.

Conditioned on Kroger providing detailed information on Personal Property to clarify low investment totals to date.

Chart # 4 Continued

<u>Investment</u> Project	<u>Real Property</u> <u>Investment</u> <u>Goal</u>	<u>Real Property</u> <u>Investment</u> <u>Results</u>	<u>% of</u> <u>Goal</u> <u>Achieved</u>	<u>Personal</u> <u>Property</u> <u>Investment</u> <u>Goal</u>	<u>Personal</u> <u>Property</u> <u>Investment</u> <u>Results</u>	<u>% of Goal</u> <u>Achieved</u>
Nat. Metal Finishing	\$0.00	\$0.00	n/a	\$455,000	\$486,000	106.81%
Outokumpu #2	\$4,150,000	\$7,655,897	184.48%	\$20,077,000	\$15,069,447	75.06%
Outokumpu #3	\$2,500,000	\$2,403,394	96.14%	\$13,182,768	\$14,025,241	106.39%
DMI Distribution	\$3,110,000	\$5,307,358	170.65%	\$5,030,000	\$77,096	1.53%
Liebert Corp. #1	\$300,000	\$3,240,624	1080.21%	\$5,340,400	\$14,573,703	272.90%
Optimum Plastics #1	\$1,300,000	\$1,300,000	100.00%	\$3,730,000	\$3,929,743	105.36%
Optimum Plastics #2	\$0.00	\$0.00	n/a	\$2,000,000	\$2,352,874	117.64%
Optimum Plastics #3	\$2,000,000.00	\$2,192,543	109.63%	\$2,500,000	\$5,134,834	205.39%
Gooseberry Patch #1	\$1,032,000	\$1,121,440	108.67%	\$1,100,000	\$1,507,000	137.00%
Gooseberry Patch #2	\$1,300,000	\$1,380,725	106.21%	\$1,500,000	\$941,897	62.79%
Jeg's Automotive	\$11,950,000	\$12,999,133	108.78%	\$44,500,000	\$45,893,750	103.13%
Midwest Acoust-A-Fiber	\$600,000	\$791,035	131.84%	\$575,000	\$1,722,983	299.65%
Signstrut, Inc.	n/a	\$2,423,889	n/a	n/a	\$11,025,680	n/a
The Kroger Co.	\$57,200,000	\$58,911,737	102.99%	\$79,000,000	\$9,179,358	11.62%
<b>TOTALS</b>	<b>\$85,442,000</b>	<b>\$99,727,775</b>	<b>116.72%</b>	<b>\$178,990,168</b>	<b>\$125,919,606</b>	<b>70.35%</b>

Chart #4 Continued

<u>Investment</u> Project	<u>Total Property</u> <u>Investment</u> <u>Goal</u>	<u>Total Property</u> <u>Investment</u> <u>Results</u>	<u>% of Goal</u> <u>Achieved</u>
Nat. Metal Finishing	\$455,000	\$486,000	106.81%
Outokumpu #2	\$24,227,000	\$22,725,344	93.80%
Outokumpu #3	\$15,682,768	\$16,428,635	104.76%

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

<b>DMI Distribution</b>	\$8,140,000	\$5,384,454	<b>66.15%</b>			
<b>Liebert Corp. #1</b>	\$5,640,400	\$17,814,327	<b>315.83%</b>			
<b>Optimum Plastics #1</b>	\$5,030,000	\$5,229,743	<b>103.97%</b>			
<b>Optimum Plastics #2</b>	\$2,000,000	\$2,352,874	<b>117.64%</b>			
<b>Optimum Plastics #3</b>	\$4,500,000	\$7,327,377	<b>162.83%</b>			
<b>Gooseberry Patch #1</b>	\$2,132,000	\$2,628,440	<b>123.29%</b>			
<b>Gooseberry Patch #2</b>	\$2,800,000	\$2,322,622	<b>82.95%</b>			
<b>Jeg's Automotive</b>	\$56,450,000	\$58,892,883	<b>104.33%</b>			
<b>Midwest Acoust-A-Fiber</b>	\$1,175,000	\$2,514,018	<b>213.96%</b>			
<b>Signstrut, Inc.</b>	\$2,500,000	\$13,449,569	<b>537.98%</b>			
<b>The Kroger Co.</b>	\$136,200,000	\$68,091,095	<b>49.99%</b>			
<b>TOTALS</b>	<b>\$266,932,168</b>	<b>\$225,647,381</b>	<b>84.53%</b>			
Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye

**RESOLUTION NO. 06-593**

**IN THE MATTER OF APPROVING A RENEWAL AGREEMENT WITH MAXIMUS, INC. FOR A COST ALLOCATION PLAN:**

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

**RENEWAL AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES TO DELAWARE COUNTY, OHIO**

THIS AGREEMENT entered into this 8<sup>th</sup> day of May 2006 and effective immediately by and between MAXIMUS, Inc., (hereinafter called the ‘Consultant’) and the Delaware County Board of Commissioners, State of Ohio (hereinafter called the ‘County’) WITNESSETH THAT:

WHEREAS, the County has programs which it operates with Federal funding, and

WHEREAS, the County supports these programs with support services paid from County appropriated funds, and

WHEREAS, the United States government will pay a fair share of these costs if supported by an approved cost allocation plan, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing and negotiating such governmental cost allocation plans, and

WHEREAS, the County desires to engage the Consultant to assist in developing a plan which conforms to Federal requirements, and will be approved by their representatives,

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant** - The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. **Scope of Services** - The Consultant shall do, perform, and carry out in a good and professional manner the following services:

- A. Development of a central services cost allocation plan which identifies the various costs incurred by the County to support and administer Federal programs. This plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc. The plan will be based upon the County’s year-end financial data for the year

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

---

2005 and will be the basis for the recoveries to be claimed for calendar year 2007.

- B. Negotiation of the completed cost allocation plan with the representatives of DHHS and/or the State if required. The Consultant is responsible for the conduct of negotiations and securing approval of the plan as filed or as negotiated, where applicable, on the County's behalf.
- C. Assistance in preparing the County's claims to the State for recovery of funds due the County.

3. **Time of Performance** - The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and carry out the purposes of the agreement. All services required hereunder, except for monitoring recoveries, shall be completed by December 31, 2006. Consultant shall not be liable for delays in performance that are caused in whole or in part by the County, third parties over which the Consultant does not have the legal right to control or forces de majeure. The period of performance shall be extended by the period of delay contemplated herein.

4. **Compensation** - The County agrees to pay the Consultant a lump-sum amount of \$10,300 (Ten Thousand Three Hundred Dollars) for all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum. The Consultant will invoice the amount due upon plan delivery.

5. **Method of Payment** - Payment will be made for the plan within one month after Consultant submits its invoice to the County. Consultant will submit its invoice upon delivery of the cost allocation plan.

6. **Option to Renew Contract** — At its option, the County may renew this contract for an additional two years. The County may exercise its option by providing Consultant with written notice of its intent to exercise the option to renew. The County agrees to pay the Consultant the sum \$10,300 for all services required herein to prepare the 2006 plan. Further, the County agrees to pay the Consultant the sum of \$10,300 for all services required herein to prepare the year 2007 plan. The Consultant will invoice the amount due for each year upon plan delivery.

7. **Changes** - The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

8. **Services and Materials to be Furnished by County** - The County shall furnish in a timely manner to the Consultant all available necessary information, data, and materials pertinent to the execution of this agreement, including actuarial studies, claims histories, and rate reviews for any self-insurance program in which the County may participate. The Consultant shall not be required to develop or attest to the reliability of such information. The Consultant shall assume without incurring liability therefore, that all such information is accurate and complete. The County shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate staff for liaison with the Consultant and other agencies of County government.

9. **Termination of Agreement for Cause** - If, through any cause, the Consultant shall fail to fulfill in timely and proper manner its obligation under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In the event of termination pursuant to this paragraph, consultant shall be paid for services rendered and expenses incurred through the effective date of termination. Provided however, that prior to termination for default, the County will provide adequate written notice to the Consultant affording it the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

10. **Information and Reports** - The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County. The Consultant shall furnish the County, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project. Provided however, that the County acknowledges that the cost allocation plan provided by the Consultant to the County is generated by Consultant's proprietary cost allocation software. Nothing contained herein is intended nor shall be construed to require the Consultant to provide such software to the County. The County agrees that all ownership rights thereto lie with the Consultant. The County may use the plan for and on behalf of its operation.

11. **Records and Inspections** - The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006**

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program data, documents, proceedings and activities.

12. **Accomplishment of Project** - The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on in the County.

13. **Provisions Concerning Certain Waivers** - Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

14. **Matters to be Disregarded** - The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

15. **Completeness of Contract** - This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

16. **Third Parties** — The County and the Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

17. **When Rights and Remedies Not Waived** - In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of such payment by the County while any such breach or default may exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

18. **Personnel** - The Consultant represents that it has or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

19. **Consultant Liability If Audited** - The Consultant will assume all financial and statistical information provided to the Consultant by County employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the County under the plan is the sole responsibility of the County. Consultant will, however, provide assistance to the County should an audit be undertaken of County indirect costs.

20. **Notices** - Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below:

**Delaware County Board of Commissioners  
101 North Sandusky Street  
Delaware, Ohio 43015**

**MAXIMUS, Inc.  
7523 Fredle Drive  
Concord Twp., Ohio 44077**

Service of any such notice, bills, invoices or reports so made by mail shall be deemed complete on the day of actual delivery or five (5) days after deposit in the United States mail, whichever is earlier.

21. **Limitation of Liability** — In no event shall MAXIMUS be liable for special, indirect, incidental, economic, consequential or punitive damages, regardless of the legal theory under which such damages are sought, and even if MAXIMUS has been advised of the likelihood of such damages. Client agrees that MAXIMUS total liability to Client or any third party for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or MAXIMUS negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the fees paid to MAXIMUS hereunder.

22. **Indemnification** — Each party (“Indemnitor”) agrees to indemnify and hold the other party (“Indemnitee”) harmless from any claims, lawsuits, proceedings, losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) made against or incurred by Indemnitee as a result of negligence, misrepresentation, error or omission on the part of Indemnitor or Indemnitor’s employees, agents or representatives.

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

23. **Interpretation** — The validity and effect of this Agreement shall be determined under Ohio law. All actions arising directly or indirectly as a result or in consequence of this Agreement shall be instituted and litigated only in courts having situs in the State of Ohio. If other agreements, the terms of which are the same or substantially the same as this Agreement, have been executed by the Consultant, interpretation of this and such other same or similar agreements shall be applied uniformly. Any provision found to be invalid or unenforceable shall have no effect upon the validity of any other section of this contract.

24. **Contract Approval Page** — The signature page is an integral part of this proposal.

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

**RESOLUTION NO. 06-594**

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

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

<b>Transfer of Appropriation</b>		Amount
<b>From</b>	<b>To</b>	
10011102-5801 Commissioners General/Transfers	10011102-5601 Commissioners General/Grants	5,000.00
10011102-5801 Commissioners General/Transfers	10011102-5601 Commissioners General/Grants	40,000.00

Further Be It Resolved, that the Commissioners approve a Purchase Order Request and Voucher to the Delaware County Fair in the amount of \$40,000.00 (10011102-5601).

Further Be It Resolved, that the Commissioners approve a Purchase Order Increase to OSU Extension PO602581 in the amount of \$5,000.00

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

**RESOLUTION NO. 06-595**

**IN THE MATTER OF APPROVING THE AMENDED DRAFT SOLID WASTE MANAGEMENT PLAN OF THE DELAWARE, KNOX, MARION, MORROW JOINT COUNTY WASTE MANAGEMENT DISTRICT:**

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

Whereas, the Board of County Commissioners of Delaware, Knox, Marion and Morrow Counties have established the Delaware, Knox, Marion, Morrow Joint County Solid Waste Management District (the “District”) and have established and convened a Solid Waste Management Policy Committee (the “Policy Committee”) in accordance with Section 3734.54 of the Revised Code to amend the District’s Solid Waste Management Plan (the Amended Plan) for the District as required by Section 3734.54; and

Whereas, the Policy Committee completed a draft Amended Plan for the District and submitted that Plan to the Director of the Ohio Environmental Protection Agency for preliminary review and comment in accordance with Sections 3734.54 and 3734.55 of the Revised Code; and

Whereas, the Policy Committee received the EPA Director’s written, nonbinding advisory opinion regarding the draft Amended Plan, established a public comment period and held a public hearing concerning the Draft Amended Plan; and

Whereas, the Policy Committee, after consideration of comments and recommendations received concerning the draft Amended Plan, has adopted and submitted to this legislative authority a copy of the draft Amended Plan for the District (the “Final Draft Amended Plan”); and

Whereas, this legislative authority is required by Division (B) of Section 3734.55 of the Revised Code to approve or disapprove the Final Draft Amended Plan within 90 days after receiving a copy of the Final Draft Amended Plan and has been requested to approve the Final Draft Plan;

Now Therefore, Be It Resolved by the Board of Commissioners of the County of Delaware, State of Ohio, that:

Section 1. The Final Draft Amended Plan is hereby approved in the form submitted to this legislative authority and presently on file with the Clerk of this legislative authority.

Section 2. The Clerk of this legislative authority is hereby authorized and directed to mail for otherwise deliver

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

promptly a certified copy of this Ordinance to the Policy Committee.

Section 3. This Board finds and determines that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulting in those formal actions were in meetings open to the public in compliance with the law.

Section 4. This Resolution shall be in full force and effect from and immediately upon its adoption.

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

**RESOLUTION NO. 06-596**

**IN THE MATTER OF INCREASING THE MILEAGE REIMBURSEMENT RATE FOR DELAWARE COUNTY EMPLOYEES FROM \$0.35 TO \$0.40 PER MILE FOR PRIVATELY OWNED AUTOMOBILES AND ESTABLISHING A MILEAGE REIMBURSEMENT RATE FOR DELAWARE COUNTY EMPLOYEES OF \$0.15 PER MILE FOR PRIVATELY OWNED MOTORCYCLES:**

It was moved by Mr. Jordan, seconded by Mr. Evans to increase the mileage reimbursement rate for Delaware county employees from \$0.35 to \$0.40 per mile for privately owned automobiles and establishing a mileage reimbursement rate for Delaware County employees of \$0.15 per mile for privately owned motorcycles. This resolution is to be in effect May 1, 2006.

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

**RESOLUTION NO. 06-597**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR LAND ACQUISITION AND FOR PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:55AM.

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

**RESOLUTION NO. 06-598**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn out of Executive Session at 10:55AM.

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

There being no further business the meeting adjourned.

\_\_\_\_\_  
Glenn A. Evans

\_\_\_\_\_  
Kristopher W. Jordan

\_\_\_\_\_  
James D. Ward

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 8, 2006

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Letha George, Clerk to the Commissioners