

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 19, 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) For Proposed Adoption Of Changes To The Building Code Of Delaware County, Adoption Of The 2006 Residential Code Of Ohio For One, Two And Three Family Dwellings And Modifications To The Residential Fee Schedule

PUBLIC COMMENT

RESOLUTION NO. 06-765

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 15, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held June 15, 2006 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. 06-766

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0616:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR016 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Chemcote Inc.	Ashley EMS Asphalt	40111402-5410	\$ 18,937.00
Harris Communications	Microwave 800 MHZ Radio	40411410-5410	\$ 52,000.00
Harris Communications	Microwave 800 MHZ Radio	41111421-5410	\$ 886,941.00
Precision Masonry	Court House Limestone Repair	40111402-5410	\$ 7,900.00
Increases			
DATA	Client Travel	22411601-5355	\$ 15,000.00
Orange Boy	Job Link Employer CD	22311611-5348	\$ 6,500.00
Vouchers			
Kindercare Neverland	Day Care	22411610-5348	\$ 22,138.82
Tyevco	Chip 2004 Downpayment Arnett	23011714-5365	\$ 8,018.00
Jobs for Ohio Graduates	Jog WIA Participation	22311611-5348	\$ 11,648.52
Jobs for Ohio Graduates	Jog WIA Participation	22411603-5348	\$ 11,648.52
BP Products	Gasoline	10011106-5228	\$ 8,736.50
JC & Son	Chip 2004 Rehab Coleman	23011714-5365	\$ 23,161.00
Memo Transfer			
To	From		
Commissioners 10011101-4231	Job and Family 22411605-5380	June 06 Rent and Indirect Cost	\$ 37,014.73
Commissioners 10011101-4231	Job and Family 22411605-5380	May 06 Rent and Indirect Cost	\$ 37,014.73

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

RESOLUTION NO. 06 -767

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Rhonda Leasure and Brian Leaver attend an Incumbent Worker Training For Area 7 at Mohican State Park July 12-13, 2006, at the cost of \$40.00.

The Child Support Enforcement Agency Department is requesting that Brett Bratton attend a 2006 TPOC Skill Assessment Training in Cincinnati, Ohio June 29, 2006, at the cost of \$17.50.

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

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RESOLUTION NO. 06-768**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE AUDITOR'S OFFICE AS AMENDED:**

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

Supplemental Appropriation	Amount
10010101-5001 Auditor/Salary	4,830.00
10010101-5301 Auditor/Contracted Professional Services	1,900.00
20110105-5001 REA/Salary	4,000.00
20110105-5201 REA/Office Supplies	1,000.00
20110106-5001 REA GIS/Salary	22,311.00
20110106-5101 REA GIS/Insurance	6,612.00
20110106-5120 REA GIS/PERS	3,056.61
20110106-5131 REA GIS/Medicare	323.51
20110106-5201 REA GIS/Office Supplies	1,500.00
20110106-5305 REA GIS/Training & Staff Development	3,000.00
20110106-5315 REA GIS/Subscriptions	1,000.00

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

RESOLUTION NO. 06-769

IN THE MATTER OF APPROVING PLATS FOR MCCAMMON ESTATES SECTION 3, PHASE A; MCCAMMON ESTATES SECTION 4; CHESHIRE WOODS SECTION 1 AND BOULDER RIDGE AND DITCH MAINTENANCE PETITIONS FOR KINSALE VILLAGE; NORTHSTAR SECTION 1; CHESHIRE WOODS SECTION 1; BOLDER RIDGE AND MCCAMMON ESTATES SECTION 4:

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

McCammon Estates Section 3, Phase A

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, And In Farm Lot 5, Quarter Township 4, Township 3, Range 18, United States Military Lands, Containing 35.271 Acres Of Land, More Or Less, Said 35.271 Acres Being Part Of That Tract Of Land Conveyed To M/I Homes Of Central Ohio, Llc, An Ohio Limited Liability Company By Deed Of Record In Official Record 534, Page 998, Recorder's Office, Delaware County, Ohio \$162.00.

McCammon Estates Section 4

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, And In Farm Lot 5, Quarter Township 4, Township 3, Range 18, United States Military Lands, Containing 6.793 Acres Of Land, More Or Less, Said 6.793 Acres Being Part Of That Tract Of Land Conveyed To M/I Homes Of Central Ohio, Llc, An Ohio Limited Liability Company By Deed Of Record In Official Record 534, Page 998, Recorder's Office, Delaware County, Ohio \$57.00.

Cheshire Woods Section 1

Situated In The State Of Ohio, County Of Delaware, Township Of Berkshire, Located In Farm Lots 19, 20 And 21, Section 3, Township 4, Range 17, United States Military Lands, And Containing 80.269 Acres Of Land, More Or Less, Said 80.269 Acres Being All Out Of That 229.208 Acre Tract Of Land Deeded To Cheshire Woods LLC. An Ohio Limited Liability Company, In Official Record 582, Page 1345, Being Of Record In The Recorder's Office, Delaware County, Ohio. Cost \$255.00.

Boulder Ridge

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, And In Farm Lot 1, Quarter Township 3, Township 3, Range 17, United States Military Lands. Containing 13.999 Acres Of Land, More Or Less, Said 13.999 Acres Being All Of Those Tracts Of Land Conveyed To M/I Homes Of Central Ohio Llc. By Deeds Of Record In Official Record 661, Page 1807, (4.996 Acres), Official Record 661, Page 1810, (2.976 Acres), And Official Record 661, Page 1813, (6.027 Acres) Recorder's Office, Delaware County, Ohio Cost \$72.00.

Ditch Maintenance Petition- Kinsale Village

We the undersigned owners of 335.5 acres in Liberty Township, Delaware County, Ohio propose to create a

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Condominium development known as **Kinsale Village** as evidenced by the attached improvement Plans (Exhibit "A" which is available at the County Engineer's Office). These plans have been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this development have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each unit in the subject development to cover the cost of current and future maintenance of the improvements.

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

The cost of the drainage improvements is \$591,983.90 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the units being created in this development, the Sawmill Parkway extension, as well as the commercial property to the south. 124 units are created in these plans and each unit receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each unit is therefore, \$2,387.03 per unit. An annual maintenance fee equal to 2% of this basis \$47.74 will be collected for each unit. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the units in the amount of \$5,919.76 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided in the attached easement descriptions.

Ditch Maintenance Petition- Northstar Section 1

We the undersigned owners of 336.29 acres in Berkshire Township, Delaware County, Ohio propose to create a subdivision known as **Northstar Section 1** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). These plats have been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Northstar Section 1** Subdivision.

The cost of the drainage improvements is \$1,172,640.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Three lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$390,880.00 per lot. An annual maintenance fee equal to 2% of this basis \$7,817.60 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$23,452.80 has been paid to Delaware County.

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

Ditch Maintenance Petition- Cheshire Woods Section 1

We the undersigned owners of 228.68 acres in Berkshire Township, Delaware County, Ohio propose to create a subdivision known as **Cheshire Woods Section 1** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). These plats have been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve

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this action in conjunction with the approval of the **Cheshire Woods Section 1** Subdivision.

The cost of the drainage improvements is \$575,787.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 85 lots are created in these plats and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$6,774.00 per lot. An annual maintenance fee equal to 2% of this basis \$135.48 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$11,515.00 has been paid to Delaware County.

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

Ditch Maintenance Petition- Bolder Ridge

We the undersigned owners of 14.0 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Bolder Ridge** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

The cost of the drainage improvements is \$97,098.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 24 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$4,045.75 per lot. An annual maintenance fee equal to 2% of this basis \$80.92 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,941.96 has been paid to Delaware County.

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

Ditch Maintenance Petition- McCammon Estates Section 4

We the undersigned owners of 7.0 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **McCammon Estates Section 4** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **McCammon Estates Section 4** Subdivision.

The cost of the drainage improvements is \$27,403.05 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 19 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$2,739.89 per lot. An annual maintenance fee equal to 2% of this basis \$54.72 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,039.64 has been paid to Delaware County.

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

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

RESOLUTION NO. 06-770

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IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR HARLEM ROAD WIDENING AT KELLER PINES; NORTHSTAR GOLF RESORT – SECTION 2 AND LITTLE BEAR VILLAGE SECTIONS 1 & 2:

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

Harlem Road Widening At Keller Pines

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made and entered into this 19th day of June 2006 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **KELLER PINES, LLC**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**HARLEM ROAD WIDENING AT KELLER PINES**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of their portion of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **ONE HUNDRED NINETY-SEVEN THOUSAND NINE HUNDRED DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".
4. The **SUBDIVIDER** shall deposit **FIFTEEN THOUSAND EIGHT HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. 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**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2006**.
8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**".
9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
10. If the **SUBDIVIDER** should 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**.
11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

Northstar Golf Resort – Section 2

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made and entered into this 19th day of June 2006 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **THE ROBERT WEILER COMPANY**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**NORTHSTAR GOLF RESORT – SECTION 2**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of their portion of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **TWO HUNDRED SEVENTY-THREE THOUSAND TWO HUNDRED DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and**

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Surveying Standards for Subdivision Development” and the current “Subdivision Regulations of Delaware County, Ohio”.

4. The **SUBDIVIDER** shall deposit **TWENTY-ONE THOUSAND NINE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. 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**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2007**.
8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices” and “Traffic Control for Construction and Maintenance”**.
9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
10. If the **SUBDIVIDER** should 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**.
11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

Little Bear Village Sections 1 & 2

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 19th day of June 2006, between **LITTLE BEAR DEVELOPMENT, LLC** as evidenced by the **LITTLE BEAR VILLAGE SECTIONS 1 & 2** 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 6/1/06, 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 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 **EIGHTY**

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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. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-771

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR WILLOW BEND SECTION 3; STONE'S THROW AND HARVEST WIND PHASE 7, SECTION 2, PART B:

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

Willow Bend Section 3

The roadways to be accepted are as follows:

- An addition of 0.31 mile to **Township Road Number 1332, Salem Drive**
- An addition of 0.03 mile to **Township Road Number 1359, Lynbrook Lane**
- **Piermont Court**, to be known as **Township Road Number 1485**

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

Stone's Throw

The roadways to be accepted are as follows:

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- **Teresa’s Trail**, to be known as **Township Road Number 1486**

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

Harvest Wind Phase 7, Section 2, Part B

The roadway to be accepted is as follows:

- An addition of 0.19 mile to **Township Road Number 1368, Milford Avenue**

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

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

RESOLUTION NO. 06-772

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR WILLOW BEND SECTION 3 AND STONE’S THROW:

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

Stop Conditions – Willow Bend Section 3

- On Township Road Number 1359, Lynbrook Lane, at its intersection with Township Road Number 1332, Salem Drive
- On Township Road Number 1485, Piermont Court, at its intersection with Township Road Number 1332, Salem Drive At the completion of the loop with itself on Township Road Number 1485, Piermont Court

Stop Conditions – Stone’s Throw

- On Township Road Number 1486, Teresa’s Trail, at its intersection with Township Road Number 25, Center Village Road

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

RESOLUTION NO. 06 -773

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

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

Permit #	Applicant	Location	Type of Work
U06076	Verizon	Lewis Center Road, Africa Road, Jaycox Road	Bury cable
U06077	Consolidated Electric	Donovan Road	Set 2 new poles

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

RESOLUTION NO. 06-774

IN THE MATTER OF APPROVING AN OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT ALONG WITH A CONTRACT FOR THE PURCHASE OF SERVICES BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE COMMUNITY ACTION ORGANIZATION OF DELAWARE, MORROW, & UNION FOR SUPPORT OF THE TANF IDA PROJECT:

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

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT**

G-67-1 7-0990

This Subgrant is awarded by the Ohio Department of Job and Family Services, State of Ohio (hereinafter referred to as “ODJFS”) to Delaware County Job and Family Services (hereinafter referred to as “SUBGRANTEE”). ODJFS hereby awards this Subgrant and the SUBGRANTEE hereby accepts this Subgrant and agrees to comply with all the terms and conditions as set forth in this Subgrant Agreement.

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RECITALS

- A. ODJFS issued a Request for Application (hereinafter "RFA") numbered R-67-17-0735 and dated November 17, 2005.
- B. The ODJFS evaluation committee recommended for award the Application of SUBGRANTEE dated February 2, 2006 (hereinafter "Application").
- C. The RFA document and the Application (*i.e.*, the technical and cost proposals) of the SUBGRANTEE are hereby incorporated by reference as part of this Subgrant Agreement having the full force and effect as if specifically restated herein.
- D. This Subgrant Agreement is made pursuant to the following federal award: Temporary Assistance for Needy Families, CFDA Number 93.558, award number G994235, award year 2006, and awarded by the U.S. Department of Health and Human Services. This Subgrant Agreement is not for research and development purposes.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

- A. For purposes of this Subgrant Agreement, the terms "auditee," "auditor," "audit finding," "CFDA number," "Federal award," "Federal awarding agency," "Federal program," "internal control," "management decision," "non-profit organization," "OMB," "pass-through entity," "single audit," "state," and "subrecipient" have the same meanings as provided in §.105 of OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- B. For purposes of this Subgrant Agreement, the terms "awarding agency," "equipment," "real property," "subgrant," "subgrantee," "supplies," "suspension," and "termination" have the same meanings as provided in 45 C.F.R. 92.3.
- C. **Assistance**
Benefits including cash payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs, *i.e.*, food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses. It includes such benefits even when they are: (i) provided in the form of payment by a TANF agency, or other agency on its behalf, to individual recipients; and (ii) conditioned on participation in work experience or community service, or any other work activity as defined in federal regulations. It also includes supportive services such as transportation and child care provided to families who are not employed.
- D. **Family**
Defined as an assistance group containing a minor child who resides with a custodial parent, legal guardian, legal custodian or specified relative caring for the child, or a woman who is a least six (6) months pregnant.
- E. **Minor Child**
An individual who has not attained the age of eighteen (18), or an individual who has not attained the age of nineteen (19) and is a full-time student in a secondary school or the equivalent level of vocational or technical training.
- F. **Non-Assistance**
Non-recurrent, short-term benefits designed to deal with a specific crisis situation or episode of need and that are not intended to meet recurrent or ongoing needs. In certain instances, benefits can not extend beyond four (4) months (*e.g.*, transportation benefits for unemployed individual or housing assistance). Non-assistance extending beyond four (4) months includes, but is not limited to: work subsidies; work expenses; support services; earned income tax credits; counseling; case management; peer support; childcare; information and referral; job retention; job advancement; and other employment-related services that do not provide basic income support.
- G. **TANF**
The Federal Temporary Assistance for Needy Families program that provides cash assistance and work opportunities to needy families as authorized under the Personal Responsibility Work Opportunity Reconciliation Act of 1996.
- G. **OMB Circular A-I 33**
Federal Office of Management and Budget governing standards and requirements document for Audits of States, Local Governments, and Non-Profit Organizations.

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT ACTIVITIES

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- A. The purpose of this Subgrant Agreement is to establish and implement a program in which SUBGRANTEE will work with the Community Action Organization of Delaware, Madison, and Union Counties ("CAODMU") to facilitate homeownership, educational and/or training opportunities, and/or self-employment for fifteen (15) qualified participants. This program will allow qualified participants to establish Individual Development Accounts ("IDAs") as a tool to facilitate meeting their stated goal. Ten (10) of the fifteen (15) participants shall save over a five (5) year period toward his or her goal of homeownership, educational and/or training opportunities, and/or self-employment. In order to establish and implement this program, SUBGRANTEE shall:
1. Work with the selected third party evaluator to be chosen by ODJFS and provide project information as requested by the evaluator or ODJFS.
 2. Collect and maintain the necessary information required by the evaluator to include, but not be limited to: data on number of participants served, participant's completion rates, operational difficulties, factors that affected services provided, and demographic characteristics of individuals served.
 3. Operate within final approved budget and request, in writing, any programmatic or budgetary changes for review and approval by ODJFS.
 4. Provide quarterly data reports detailing the number of participants served, activities performed; characteristics of individuals served, and outcomes achieved through performance of this Subgrant Agreement.
 5. Allow qualifying participants, as identified by CAODMU and monitored by SUBGRANTEE, to establish IDAs that have the following features:
 - a. Ownership in the name of the participant, but requiring both the participant's and the CAODMU's signatures for withdrawals;
 - b. No minimum monetary threshold for initiation or maintenance of the account;
 - c. No fees are assessed on the account;
 - d. Interest may be earned, at a rate determined by the local financial institution;
 - e. Provide monthly account statements listing deposits made to CAODMU and the participant;
 - f. Accept only cash, checks, or employer direct deposits;
 - g. Allow assignment of accounts to qualifying dependents or beneficiaries, as approved by CAODMU; and
 - h. Allow custodial accounts to be established for the benefit of a dependent child, as approved by CAODMU.
 5. SUBGRANTEE, through CAODMU, will establish case plans for each participant that will identify the qualifying goal and the savings plan needed to reach that goal. A copy of each case plan shall be forwarded to the Subgrant Agreement Manager in a mutually agreed upon format.
 6. SUBGRANTEE, through CAODMU, will require each participant's attendance at an economic literacy training course, which will include a variety of sessions on banking and investment issues, budgeting, life insurance, credit management, and basic economic concepts.
 7. SUBGRANTEE, through CAODMU, will require each participant's attendance at a specific training program dealing with the participant's desired goal (homeownership, education/training, starting a small business).
 8. SUBGRANTEE, through CAODMU, will notify ODJFS, in writing, when participants have reached their goal and his or her IDA is closed. Participant savings will be matched at a 2:1 rate from program funds, to be applied to the qualifying purchase.
 9. SUBGRANTEE, through CAODMU, will notify ODJFS, in writing, if/when the participant has failed to follow program requirements and he or she is no longer eligible to participate. In such cases, the participant's IDA will be closed and all program restrictions will cease. The participant will have full control of their accumulated savings.
 10. In addition to the activities listed above, SUBGRANTEE shall meet the goals and responsibilities

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detailed in the Operational Plan which is Attachment A to this Subgrant Agreement and is hereby incorporated by reference as if fully restated herein.

- B. The ODJFS Subgrant Agreement Manager is Karen White.
- C. ODJFS may, from time to time as it deems appropriate, communicate specific requests and instructions to the SUBGRANTEE concerning the performance of activities described in this Subgrant Agreement and its attachments. Within ten (10) days after receipt of such instructions, the SUBGRANTEE shall comply with the instructions to the satisfaction of ODJFS. It is expressly understood by the parties that any such instructions are for the sole purpose of ensuring the successful completion of the activities described in this Subgrant Agreement, and are not intended to amend or alter this Subgrant Agreement or any part thereof. All such requests and instructions shall be communicated to the SUBGRANTEE by the ODJFS Subgrant Agreement Manager. If the SUBGRANTEE believes that such instructions would materially alter the terms and conditions of this Subgrant Agreement or the compensation stated hereunder, the SUBGRANTEE shall notify the ODJFS Subgrant Agreement Manager pursuant to ARTICLE VI. SUBGRANTEE agrees to consult with the ODJFS Subgrant Agreement Manager as necessary to assure understanding of the Subgrant Agreement Activities and the successful completion thereof.
- D. The SUBGRANTEE to whom this Subgrant is awarded shall be deemed the subrecipient of the Federal Grant received by ODJFS. Any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Subgrant Agreement is also considered a sub-recipient of Federal funds and must meet the requirements of the federal Office of Management and Budget (OMB) Circular A-i33. The SUBGRANTEE is required to conduct monitoring activities consistent with OMB Circular A-I33 for any provider, subcontractor, or subgrantee who receives funds from SUBGRANTEE under this Subgrant Agreement.

ARTICLE II. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement shall be in effect from July 1, 2006, or upon signature of the Director of ODJFS, whichever is later, through November 30, 2007, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE V prior to the above expiration date. This Subgrant Agreement may be renewed through November 30, 2007, upon satisfactory completion of activities hereunder, appropriation by the General Assembly of funds for such, and at the sole discretion of ODJFS. ODJFS shall issue a notice to SUBGRANTEE if ODJFS decides to renew this Subgrant Agreement. SUBGRANTEE shall not obligate resources in anticipation of a renewal until such notice is provided. Any such renewal will obligate funds in the amount allocated for State Fiscal Year 2008 in SUBGRANTEE's accepted Budget which is Attachment B to this Subgrant Agreement. The renewal will also provide for the county allocation amount for State Fiscal Year 2008 as detailed in Attachment B.
- B. In addition to the above paragraph it is expressly understood by both ODJFS and the SUBGRANTEE that this Subgrant Agreement shall not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to section 126.07 of the Revised Code, that there is a balance in the appropriation not already obligated to pay existing obligations. The ODJFS Subgrant Agreement Manager shall notify the SUBGRANTEE when this certification is given.

ARTICLE III. AMOUNT OF SUBGRANT/PAYMENTS

- A. **The total amount of the Subgrant is Fifty-Two Thousand, Seven Hundred Forty-Five and 00/i 00 Dollars (\$52,745.00).** Funds in the amount of Fifty-Two Thousand, Seven Hundred Forty-Five and 00/i 00 Dollars (\$52,745.00) for SFY 2007 shall be provided to SUBGRANTEE by ODJFS expressly for the performance of the activities described in ARTICLE I of this Subgrant Agreement. SUBGRANTEE hereby waives the interest provisions of section 126.30 of the Ohio Revised Code.
- B. Compensation shall be made on a reimbursement basis. Reimbursement for actual expenditures pursuant to SUBGRANTEE's accepted budget which is Attachment B to this Subgrant Agreement and hereby incorporated by reference as part of this Subgrant Agreement having the full force and effect as if specifically restated herein
- C. SUBGRANTEE shall submit three copies of detailed invoices monthly to:

Karen White, Subgrant Agreement Manager
Ohio Department of Job and Family Services
Office of Family Stability
TANF Inter-Agency Section
4020 E. 5th Avenue
Columbus, OH 43219

Each invoice shall contain:

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- (i) SUBGRANTEE's name, complete address, and Federal Tax I.D. number;
- (2) Subgrant Agreement number and dates;
- (3) Purchase Order Number; and
- (4) Amount and purpose of the invoice.

SUBGRANTEE agrees to use an invoice instrument to be prescribed by ODJFS.

- D. In addition to the total amount of this Subgrant Agreement described in Sections A and B of this ARTICLE III, SUBGRANTEE shall receive additional funds in support of this TANF demonstration project directly through its county allocation from ODJFS. The total amount of this allocation shall be Eight Thousand and 00/100 Dollars (\$8,000.00). Allocations in the amount of Eight Thousand and 00/100 Dollars (\$8,000.00) for SFY 2007 shall be provided to SUBGRANTEE by ODJFS expressly for the performance of the activities detailed in ARTICLE I and Attachment A of this Subgrant Agreement. The allocations described in this Section are not payable through the encumbrance supporting this Subgrant Agreement as described in Sections A and B of this ARTICLE. However, when these allocations are added to the total amount of this Subgrant Agreement detailed in Section A of this ARTICLE III, the total equals the final amount found in SUBGRANTEE's accepted Budget which is Attachment B to this Subgrant Agreement.
- E. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to the following federal rules:
- i. Standards for financial management systems: SUBGRANTEE and its subgrantee(s) shall comply with the requirements of 45 C.F.R. Part 74, *Standards for Financial Management Systems*, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. OMB Circular A-87;
 - f. Source documentation; and
 - g. Cash management.
 - 2. Period of Availability of Funds: Pursuant to 45 C.F.R. 92.23, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations of the funding period specified in this Subgrant Agreement, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated not later than ninety (90) days after the end of the funding period.
 - 3. Matching or Cost Sharing: Matching or cost sharing requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions, as provided in 45 C.F.R. 92.24, and subject to the qualifications, exceptions, and requirements of that section.
 - 4. Program Income: Program income, as defined in 45 C.F.R. 92.25, must be used as specified in this section.
 - 5. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property shall be governed by the provisions of 45 C.F.R. 92.31.
 - 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, shall be governed by the provisions of 45 C.F.R. 92.32.
 - 7. Supplies: Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds shall be governed by the provisions of 45 C.F.R. 92.33.
- F. SUBGRANTEE shall conduct a funds reconciliation within 30 days after termination or expiration of this Subgrant Agreement and shall report on any unexpended or unobligated funds to the ODJFS Subgrant Agreement Manager. All unobligated and unexpended funds shall be returned to ODJFS pursuant to instructions from the ODJFS Subgrant Agreement Manager.
- G. SUBGRANTEE expressly understands that ODJFS does not have the ability to compensate the SUBGRANTEE for invoices submitted after The State of Ohio purchase order has been closed. Therefore SUBGRANTEE must submit final invoices for payment not later than ninety (90) days after the date of termination of this Subgrant Agreement. Failure of the SUBGRANTEE to submit final invoices by this deadline

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shall be deemed a forfeiture of the remaining compensation due hereunder.

ARTICLE IV. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of 45 C.F.R. 92.26, SUBGRANTEE must have an entity-wide single audit as specified in that section. One copy of every audit report must be sent to the ODJFS, Office of the Chief Inspector, 30 East Broad Street, 32nd Floor, Columbus, Ohio 43215-3414, within two weeks of the SUBGRANTEE's receipt of any such audit report.
- B. Responsibilities of SUBGRANTEE as an auditee under OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, include, but are not limited to:
1. Proper identification of Federal awards received;
 2. Maintenance of required internal controls;
 3. Compliance with laws, regulations, and the provisions of contracts, grant, or subgrant agreements related to each of its federal programs;
 4. Preparation of appropriate financial statements, including a schedule of expenditures of federal awards;
 5. Ensuring that the required A-i 33 Single Audit is properly performed and submitted when due; and
 6. Follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan.

ARTICLE V. SUSPENSION AND TERMINATION, BREACH, AND DEFAULT

- A. Upon thirty (30) days written notice to the other party, either party may terminate this Subgrant Agreement.
- B. Subject to the provisions of Section 126.07 and 131.33 of the Ohio Revised Code, which shall at all times govern this Subgrant Agreement, ODJFS represents that: (i) it has adequate funds to meet its obligations under this Agreement; (2) it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to make all payments due hereunder during such period; and (3) it will use its best efforts to obtain the appropriation of any necessary funds during the term of this Agreement. However, it is understood by SUBGRANTEE that availability of funds is contingent on appropriations made by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding ODJFS for the payments due under this Agreement, this Subgrant Agreement is terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- C. Notwithstanding the provision of ARTICLE V, Section A, ODJFS may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to SUBGRANTEE if: (1) ODJFS loses funding as described in ARTICLE V, Section A; or (2) ODJFS discovers any illegal conduct on the part of SUBGRANTEE; or (3) SUBGRANTEE has violated any provision of ARTICLE IX.
- D. As provided in 45 C.F.R. 92.43 and governed by that section, if SUBGRANTEE or any of its subgrantee(s) materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or elsewhere, ODJFS may take one or more of the following actions as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the SUBGRANTEE, or its subgrantee(s), or more severe enforcement action;
 2. Disallow (*i.e.*, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the SUBGRANTEE's, or its subgrantee(s)', program;
 4. Withhold further awards for the program; or
 5. Take other remedies that may be legally available.

The provisions of this paragraph are in addition to other remedies detailed in this Subgrant Agreement.

- E. SUBGRANTEE, upon receipt of a notice of suspension or termination, shall do all of the following: (1) cease the performance of the suspended or terminated activities under this Subgrant Agreement; (2) take all necessary steps to limit disbursements and minimize costs including, but not limited to, suspending or terminating all contracts and subgrants related to suspended or terminated activities; (3) prepare and furnish to ODJFS a report, as of the date of receipt of the notice of termination or suspension, describing the status of all Subgrant Agreement Activities including results accomplished and conclusions resulting from the activities; ~ such other matters as ODJFS may require.

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- F. In the event of suspension or termination under this ARTICLE, ODJFS shall, upon receipt of a proper invoice from SUBGRANTEE, determine the amount of any unpaid Subgrant Agreement funds due SUBGRANTEE for activities performed prior to SUBGRANTEE's receipt of the notice of termination or suspension. In determining the amount due SUBGRANTEE, ODJFS shall base its calculations on the payments set forth in ARTICLE III and any funds previously paid by or on behalf of ODJFS. ODJFS shall not be liable for any further claims submitted by SUBGRANTEE.
- G. Upon breach or default by SUBGRANTEE of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, ODJFS may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODJFS retains the right to exercise all of the remedies herein above mentioned. If ODJFS or SUBGRANTEE fails to perform any obligation under this Subgrant Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by ODJFS shall not be effective unless it is in writing signed by the ODJFS Director.

ARTICLE VI. NOTICES

- A. The Parties agree that, pursuant to ARTICLE I, Section C, communication regarding the Subgrant Agreement Activities, scope of work, invoice or billing questions, and other day-to-day instructions shall be between SUBGRANTEE and the identified ODJFS Subgrant Agreement Manager.
- B. Notices to ODJFS sent by SUBGRANTEE concerning changes to the SUBGRANTEE's principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, any notice pursuant to ARTICLE VIII, and/or any other formal notice regarding this Subgrant Agreement shall be sent to: Deputy Director for Contracts and Acquisitions, Ohio Department of Job and Family Services, Office of Contracts and Acquisitions, 30 East Broad Street, 31st Floor, Columbus, OH 43215-3414.
- C. Notices to SUBGRANTEE sent by ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices required by this Subgrant Agreement shall be sent to SUBGRANTEE's representative at the address appearing on the signature page of the this Subgrant Agreement.
- D. All notices in accordance with Sections B and C of this ARTICLE shall be in writing and shall be deemed to be given when received. Such notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE VII. RECORDS, DOCUMENTS, AND INFORMATION

SUBGRANTEE agrees that all records, documents, writings, and other information, regardless of medium, produced by SUBGRANTEE under this Subgrant Agreement, and all records, documents, writings and other information, regardless of medium, used by SUBGRANTEE in the performance of this Subgrant Agreement shall be treated according to the following terms:

- A. SUBGRANTEE agrees that any documents, reports, data, photographs (including negatives), electronic reports and records, and other media produced under this Subgrant Agreement or with funds provided by this Subgrant Agreement shall become the property of ODJFS which shall have the unrestricted right to reproduce, distribute, modify, maintain and use in any way they deem appropriate. SUBGRANTEE further agrees that it will not seek nor obtain copyright, patent, or other proprietary protection for any materials or items produced under this Subgrant Agreement. SUBGRANTEE also agrees that all materials and items produced under this Subgrant Agreement shall be made freely available to the general public unless ODJFS determines that, pursuant to federal and state laws such materials are confidential.
- B. All ODJFS information which under the laws of Ohio and ODJFS rules, is classified as public or private, will be treated as such by SUBGRANTEE. Any questions as to whether the information is public or private shall be determined by ODJFS. SUBGRANTEE shall not use any information, systems, or records made available to it for any purpose other than to fulfill the specific Subgrant Agreement activities specified herein. SUBGRANTEE and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS. The terms of this section shall be included in any contract or subgrant executed by SUBGRANTEE for work under this Subgrant Agreement.
- C. SUBGRANTEE information which is proprietary and has been specifically identified by SUBGRANTEE as proprietary shall be held to be confidential by ODJFS. Proprietary information is information which, if made public, would put SUBGRANTEE at a competitive disadvantage in the SUBGRANTEE's market place and trade. ODJFS reserves the right to require reasonable evidence of SUBGRANTEE's assertion of the proprietary nature of any information. The provisions of this ARTICLE are not self-executing. SUBGRANTEE must demonstrate that any information claimed as proprietary meets the definition of trade secrets found at Section 1333.61 of the Ohio Revised Code.

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- D. All records relating to cost, work performed and supporting documentation for invoices submitted to ODJFS along with copies of all material produced under this Subgrant Agreement shall be retained by SUBGRANTEE and made available for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of State, the Inspector General, and duly authorized law enforcement officials) and agencies of the United States government. These records and materials shall be retained and made available for a minimum of three (3) years after SUBGRANTEE receives the last payment pursuant to this Subgrant Agreement. If an audit, litigation or similar action is initiated during this time period, SUBGRANTEE shall retain such records until the action is concluded and all issues resolved or the three year period expires, whichever is later.
- E. SUBGRANTEE hereby agrees to current and ongoing compliance with 42 U.S.C. Section 1320(d) through 1320-(d) 8 and the implementing regulations found at 45 C.F.R. 164.502(e) and 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

ARTICLE VIII. AMENDMENT, ASSIGNMENT, AND SUB-AWARD

- A. **Amendment:** This writing constitutes the entire Agreement between the parties with respect to all matters herein. This Subgrant Agreement may be amended only by a writing signed by both parties. However, it is agreed by both parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Agreement shall be prospective in nature.
- B. **Assignment of Interests:** SUBGRANTEE agrees not to assign any interest in this Subgrant Agreement (including subcontracts and grants) and shall not transfer any interest in the Subgrant (whether by assignment or novation) without the prior written approval of ODJFS. Such assignments and transfers shall be subject to such conditions as ODJFS deems necessary and shall be submitted to the ODJFS Subgrant Agreement Manager at least 10 (ten) days prior to the desired effective date. No approval by ODJFS shall be deemed to provide for the incurrence of any obligation by ODJFS in excess of the Subgrant amount specified in ARTICLE III of this Subgrant Agreement.
- C. **Sub-Awards**
1. **Subgrants:** Any subgrants by SUBGRANTEE shall be made in accordance with 45 C.F.R. 92.37.
 2. **Debarment and Suspension:** As provided in 45 C.F.R. 92.35, SUBGRANTEE and its subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." Specific guidance for compliance with this Executive Order is contained in 45 C.F.R. 76.
 3. **Procurement:** While SUBGRANTEE and its subgrantees may use their own procurement procedures, such procedures must conform to applicable Federal law and the standards identified in 45 C.F.R. 92.36 (b) — (h). In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 4. **Monitoring:** SUBGRANTEE must manage the day-to-day operations of subgrant supported activities, including monitoring subgrant supported activities to assure compliance with applicable federal requirements, and that performance goals are being achieved, in accordance with 45 C.F.R. 92.40. SUBGRANTEE monitoring must cover each program, function, or activity.
- D. **Duties as Pass-through Entity:** Where SUBGRANTEE subgrants federal funds received under this Agreement to a government or non-profit organization, SUBGRANTEE, as a pass-through entity, must:
1. Identify the federal awards made by informing each subrecipient of CFDA title and number, award name and number, award year, if the award is for research and development, and the name of federal awarding agency. When some of this information is not available, the pass-through entity shall provide the best information available to describe the federal award.
 2. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or subgrant agreements as well as any supplemental requirements imposed by the ODJFS and any subsequent pass-through entity.
 3. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or subgrant agreements and that performance goals are achieved.
 4. Ensure that subrecipients expending Five Hundred Thousand and 00/i 00 Dollars (\$500,000.00) or

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more in federal awards during the subrecipient's fiscal year have met the audit requirements of this part for that fiscal year. One copy of every audit report must be sent to the ODJFS, Office of the Chief Inspector, 30 East Broad Street, 32nd Floor, Columbus, Ohio 43215-3414, within two weeks of the SUBGRANTEE's receipt of any such audit report.

5. Determine whether its subgrantees spent federal assistance funds provided in accordance with applicable laws and regulations;
6. Issue a management decision on audit findings within six months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action.
7. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records.
8. Require each subrecipient to permit the ODJFS, any other pass-through entity (if applicable), and federal and state auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this part.

**ARTICLE IX. SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH SPECIAL SUBGRANT
CONDITIONS**

By accepting this Subgrant Agreement and by executing this Subgrant Agreement, SUBGRANTEE hereby certifies and affirms current compliance and agrees to continued compliance with each condition listed in this ARTICLE IX. The SUBGRANTEE's certification of compliance with each of these conditions is considered to be a material representation of fact upon which ODJFS has relied in entering into this Subgrant Agreement:

A. If, at any time, the SUBGRANTEE is not in compliance with the conditions certified and affirmed in this ARTICLE IX, Section A, ODJFS shall consider this Subgrant Agreement to be *void ab initio* and shall deliver written notice to SUBGRANTEE. Any funds paid by the State for work performed before the SUBGRANTEE was notified that the Subgrant Agreement was deemed *void ab initio* shall be immediately repaid to the state or an action for recovery may be commenced by the State for recovery of said funds.

1. Federal Debarment Requirements: SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal agency as set forth in 45 C.F.R. 92.35 and/or 29 C.F.R. Part 98. SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principles have, within a three-year period preceding this Subgrant Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principles is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in this paragraph and have not within a three-year period preceding this Subgrant Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Qualifications to Conduct Business: SUBGRANTEE certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are currently operative. If at any time during the Subgrant Agreement period the SUBGRANTEE becomes disqualified from conducting business in Ohio, for whatever reason, SUBGRANTEE shall immediately notify ODJFS in writing and shall immediately cease performance of the Subgrant Agreement activities.
3. Unfair Labor Practices: SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principles are on the most recent list established by the Ohio Secretary of State, pursuant to Section 121.23 of the Ohio Revised Code, which would identify SUBGRANTEE as having more than one unfair labor practice contempt of court finding.
4. SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principles are subject to a finding for recovery under Ohio Revised Code Section 9.24, or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the State of Ohio.

B. If, at any time, the SUBGRANTEE is not in compliance with the conditions certified and affirmed in this ARTICLE IX, Section B, ODJFS may immediately suspend or terminate this Subgrant Agreement and deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon

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submission of a proper invoice per ARTICLE III only for work performed during the time the SUBGRANTEE was in compliance with the provisions of this ARTICLE IX, Section B. Any funds paid by the State for work performed during a period when the SUBGRANTEE was not in compliance with ARTICLE IX, Section B, shall be immediately repaid to the State or an action for recovery may be commenced by the State for recovery of said funds.

1. ADA: SUBGRANTEE, its officers, employees, members, and subcontractors hereby certify current and ongoing compliance with the statutes and regulations pertaining to The Americans With Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
2. Equal Employment Opportunity:
 - a. In carrying out this Subgrant Agreement, the SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. The SUBGRANTEE shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, origin, ancestry, color, gender, sexual orientation, age, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
 - b. The SUBGRANTEE agrees to post, in a conspicuous place available to employees and applicants for employment, notices stating that the SUBGRANTEE complies with all applicable federal and state non-discrimination laws. The SUBGRANTEE shall, in all solicitations or advertisements for employees placed by or on behalf of the SUBGRANTEE, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, gender, national origin, ancestry, sexual orientation, veteran status, disability or age. The SUBGRANTEE shall incorporate the foregoing requirements of this paragraph in all of its subgrants or subcontracts for any of the work prescribed herein.
3. Ethics Laws: SUBGRANTEE agrees that it will not promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. SUBGRANTEE agrees that it will not solicit any ODJFS employee to violate state ethics laws found at Sections 102.03, 102.04, 2921.42 and 2921.43 of the Ohio Revised Code. Furthermore, SUBGRANTEE certifies that the SUBGRANTEE, its officers, members, and employees are in compliance with Section 102.04 of the Ohio Revised Code and that if SUBGRANTEE is required to file a statement pursuant to section 102.04 (D) (2) of the Ohio Revised Code, a copy of such statement has been filed with the ODJFS Chief Legal Counsel in addition to any other required filings.
4. Conflict of Interest: SUBGRANTEE agrees that the SUBGRANTEE along with its officers, employees and members have not, nor will they acquire, any interest, whether personal, business, direct or indirect, which is incompatible, in conflict with or would compromise the discharge and fulfillment of SUBGRANTEE's functions and responsibilities under this Subgrant Agreement. If SUBGRANTEE or its officers, employees, or members acquire any incompatible, conflicting, or compromising personal or business interest, SUBGRANTEE shall immediately disclose such interest in writing to: Chief Legal Counsel, Ohio Department of Job and Family Services, 30 E. Broad Street, Columbus, Ohio 43215-3414. If any such conflicting interest develops, SUBGRANTEE agrees that the person with the conflicting interest will not participate in any Subgrant Agreement activities until such time as ODJFS determines that such participation would not be contrary to public interest.
5. Lobbying Restrictions:
 - a. Federal: SUBGRANTEE certifies that no federal funds paid to SUBGRANTEE by ODJFS through this or any other Agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, subgrant, cooperative agreement or ban. SUBGRANTEE further certifies compliance with the lobbying restrictions contained in Section 1352, Title 31 of the U.S. Code, Section 319 of Public Law 101-121 and the federal regulations at 29 C.F.R. Part 93 and 45 C.F.R. Part 93. If this Subgrant Agreement exceeds \$100,000.00, SUBGRANTEE certifies that it has executed and filed the Disclosure of Lobbying Activities standard form LL, if required by federal regulations.
 - b. State: SUBGRANTEE certifies compliance with the state executive agency lobbying restrictions contained in sections 121 .60 to 121.69 of the Ohio Revised Code.

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6. Child Support Enforcement: SUBGRANTEE agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency (“CSEA”) in ensuring that SUBGRANTEE and its employees meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code.
7. Pro-Children Act: In the event that the Subgrant Agreement activities call for services to minors, the SUBGRANTEE shall comply with the Pro-Children Act of 1994; Public Law 103-277, Part C — Environment Tobacco Smoke which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care, library services, and education to children under the age of 18.
8. Drug-Free Workplace: SUBGRANTEE, its officers, employees, members, any subgrantees and/or any independent contractors (including all field staff) associated with this Subgrant Activities agree to comply with all applicable state and federal laws, including, but not limited to, 29 C.F.R. Part 98 and 45 C.F.R. Part 76 regarding a drug-free workplace. The SUBGRANTEE will make a good faith effort to ensure that all SUBGRANTEE officers, employees, members, and subgrantees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. Independent Contractor: For purposes of taxation, insurance, and liability purposes, SUBGRANTEE agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties to this Agreement. SUBGRANTEE further agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of funds received pursuant to this Subgrant Agreement.
- B. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, SUBGRANTEE agrees to be responsible for any liability directly related to any and all acts of negligence by SUBGRANTEE. The SUBGRANTEE’s sole and exclusive remedy for any ODJFS failure to perform under this Subgrant Agreement shall be an action in the Ohio Court of Claims pursuant to Chapter 2743 of the Ohio Revised Code and subject to the limitations set forth in this ARTICLE X. In no event shall either party be liable for any indirect or consequential damages, including loss of profits, even if ODJFS or SUBGRANTEE knew or should have known of the possibility of such damages.
- C. Liens: SUBGRANTEE shall not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio on account of any labor, services, or materials furnished. If SUBGRANTEE fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE by any person in connection with this Subgrant Agreement, ODJFS or the State of Ohio may pay such claims and charge the amount of payment against the funds due or to become due SUBGRANTEE pursuant to this Subgrant Agreement.

ARTICLE XI. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Subgrant Agreement shall not be affected thereby; provided, however, the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.

ARTICLE XII: INTERPRETATION AND CONFLICT RESOLUTION

The RFA document and the Application (i.e., the technical and cost proposals) of the SUBGRANTEE are incorporated by reference as part of this Subgrant Agreement having the full force and effect as if specifically restated herein. In the event of any inconsistency or ambiguity between the provisions of the RFA, the Application, or this Subgrant Agreement, the provisions of this Subgrant Agreement shall be determinative of the obligations of the parties. In the event that the Subgrant Agreement is silent with respect to any inconsistency or ambiguity between the RFA and the Application, the RFA shall be determinative in the obligations of the parties. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties hereby agree to make every reasonable effort to resolve the dispute in keeping with the objectives of the Subgrant Agreement and the budgetary and statutory constraints of ODJFS.

Operational Plan Components (Appendix A)

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1. Project Name
Delaware Individual Development Account
2. Final Budget- See Attachment
 - a. **Overall cost**
The total cost of the proposal for the timeframe beginning July 1st, 2006 through November 30th 2007 is \$87,050. This includes the contracted costs and the JFS costs.
 - b. **Cost per service**
The annual Cost per service for each outcome is \$6,040. It is expected that 10 candidates will succeed in each year of the program. The expected outcomes are based upon 15 candidates being approved for the program but only 10 completing each year.
 - c. **Breakdown of the various costs associated with each type of service provided**
 - d. **Personnel costs**
 - e. **Other Direct costs**
 - f. **Equipment costs**
 - g. **Subcontract costs and detail**
See Attachment for CAODMU proposed budget
 - h. **Narrative describing categorical costs, including necessity, reasonableness, and allocation of the proposed costs**
 - i. **Travel costs**
All travel costs will be based upon the standard travel cost policy of Delaware County. Currently the cost allowed is \$.35 per mile. Changes to the policy will be reflected in the cost per mile charged.
 - j. **Training costs**
 - k. **Estimate of county agency costs for personnel (RMS and shared) to determine county allocation (if applicable)**
Costs associated with personnel from JFS are estimated to be \$10,000 a year.
3. Implementation Plan (including the time for readiness review)
 - a. **Tasks, timelines, and milestones**
Tasks - As defined by the attached Gantt chart. Milestones indicated with a*. The key steps for program implementation include the hiring of the IDA Coordinator, finalizing the agreements with our banking partners and Legal Aid of Franklin County (financial literacy program), marketing the program throughout the county to develop additional partners, and seeking new funding sources for continuation of the program.

Of the major steps involved, only the marketing and new funding sources will be the challenges present. The key is in the hiring of a qualified candidate with initiative to manage the program and its candidates but also to promote the program and its merit in the county. The budget provides for the resources to accomplish this objective.

Timelines — It is important that the IDA Coordinator be hired within the first two (2) months of the program to insure the balance of the program items can be met. Beginning in the third (3) month of the program, candidates need to identified, a determination of their eligibility must be made and approved to enter the program. This will continue over the duration of the program.

**CONTRACT FOR THE PURCHASE OF SERVICES
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
COMMUNITY ACTION ORGANIZATION OF DELAWARE, MORROW, & UNION**

This Contract is made and entered into on the 1st day of June, 2006 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and the Community Action Organization of Delaware, Morrow, and Union hereinafter referred to as "CAODMU" and/or "Provider(s)."

1. **PURPOSE OF CONTRACT:** The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and CAODMU for support of the TANF IDA Project.
2. **DELIVERABLES:** The deliverables to be provided under this contract to DCDJFS by CAODMU are more fully described in Exhibits A as attached hereto and which by this reference are incorporated into and made a part of this Contract.

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3. **AGREEMENT PERIOD:** This Contract will be effective from July 1, 2006 through November 30, 2007 inclusive, unless otherwise terminated.
4. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period.
5. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse the CAODMU for actual costs for the TANF IDA Project. Said reimbursement shall not exceed \$77,050.00. See Exhibit A attached hereto.
6. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the Provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDJFS, or Delaware County Board of Commissioners or Delaware County.
7. **INFORMATION REQUIREMENTS:** CAODMU will provide information to DCDJFS necessary to meet the specific fiscal and program requirements contained in the contract. This shall include a quarterly and year end report of services provided and outcomes achieved.
8. **SERVICE DELIVERY RECORDS:** The CAODMU shall maintain records of services provided under this contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
9. **DUPLICATE BILLING/OVERPAYMENT:** CAODMU warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of funds for the same service. In the case of overpayments, the CAODMU agrees to repay the DCDJFS the amount to which DCDJFS is entitled.
10. **FINANCIAL RECORDS:** The CAODMU shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
11. **AVAILABILITY AND RETENTION OF RECORDS:** CAODMU shall maintain and preserve all financial, programs/services delivery, and eligibility determination records related to this Contract, including any other documentation used in the administration of the programs, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or will assure the maintenance of such records for the same period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit or other action involving such records has been started before the expiration of the three (3) year period, CAODMU shall retain the records and shall assure that any such records in the possession of any third party performing work related to this Contract are retained until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.
12. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** CAODMU agrees to, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of the CAODMU.
13. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** CAODMU agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract.

The CAODMU agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.
14. **SAFEGUARDING OF CLIENT:** CAODMU and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or CAODMU responsibilities with respect to purchased services under this Contract is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. **CIVIL RIGHTS:** DCDJFS and CAODMU agree that as a condition of this Contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin,

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handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

16. **FAIR HEARING:** DCDJFS is responsible for fulfilling responsibilities relative to the TANF IDA Project appeal and state hearings in accordance with State Regulations. The CAODMU and its Providers, agents, etc. shall, under the direction of the DCDJFS, assist in the informational gathering and support process related to the state appeal and hearing process and, if necessary, cooperate with and participate in any such state appeal and/or hearing process..
17. **LIABILITY REQUIREMENTS:** To the fullest extent permitted by law, the Provider agrees to indemnify and save and hold the Agency, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any incident, damages, injury, accident or occurrence related in any manner to the Provider's performance of this Contract. The Provider shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Agency by reason of the Provider's performance of this Contract, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

The Provider assumes full liability and agrees to indemnify the Agency for any and all damages, injuries, or harm, no matter the nature or kind, to the Agency, Agency Employees, Agency property, and Agency personal property resulting or caused, directly or indirectly, by the Provider's performance under this contract. Such indemnification includes attorneys fees and any and all costs associated with any legal action or litigation resulting from damages, injuries, or harm directly or indirectly caused by work performed under this Contract.

The Provider shall carry and maintain throughout the life of this contract such general bodily injury and property damage liability insurance as will protect it and the Agency against claims for personal injury, including death or property damage, which may arise from the Provider's performance under this Contract, or from use of vehicles in connection therewith, and shall include coverage for indemnification as described above. Such general liability insurance shall have a minimum of one million dollars (\$1,000,000.00) of coverage covering any and all work performed under this Contract. The Provider, prior to performance, providing services, and/or beginning work under this Contract will provide proof of such insurance to the Agency.

The Provider will maintain throughout the life of this Contract adequate insurance as provided by law on any vehicle used in connection with performing the requirements or obligations of this contract. The Provider, prior to beginning work will provide proof of such insurance to the Agency.

The Provider will also provide proof of coverage by the Bureau of Workers Compensation. Such proof shall be provided to the Agency prior to the Provider's performance, providing services, and/or beginning work under this Contract

18. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this programs, this Contract will, at the direction of DCDJFS be changed to reflect the loss of federal funding or automatically terminate. Termination due to loss of federal funding will be effective on the date that the reimbursement is no longer available.
19. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties.
20. **SEVERABILITY/PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
21. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is partially funded by ODJFS, through the Delaware County Commissioners and the DCDJFS.
22. **ACCESSIBILITY OF PROGRAMS TO HANDICAPPED:** The CAODMU agrees as a condition of the Contract to comply with the American's with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the

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Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

23. **DRUG-FREE WORKPLACE:** The CAODMU certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

Additional Provisions – See attached

Further Be It Resolved, that the Commissioners approve a Purchase Order Request to Community Action Organization 22411601-5348 in the amount of \$36,000.00

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

RESOLUTION NO. 06-775

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Thomas Levings, Dana Covington, Bryan Kennedy, and Derek Thomas have accepted the Summer Crew Member positions for the Summer Chores Program with the Department of Job and family Services; effective date June 19, 2006.

Judy Mitchell has accepted the position as the Crew Leader for the Summer Chores Program; effective date June 19, 2006.

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

RESOLUTION NO. 06-776

IN THE MATTER OF SUPPORTING AND ENDORSING THE DELAWARE COUNTY AREA SCHOOL DISTRICTS IN THEIR GRANT REQUEST TO ENHANCE THE SECURITY AND SAFETY OF OUR SCHOOL STUDENTS:

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

WHEREAS, the Delaware County Board of Commissioners and the four School Board districts within Delaware County have identified a need to enhance the security of our school students, and;

WHEREAS, a program has been identified that will facilitate the coordination between our educators and community public safety forces in creating a safer environment for our students, staff and faculty by producing technologically adept schematics and signage of our school facilities, and;

WHEREAS, the program will provide and allow public safety responders the capability to identify specific location data of an evolving crisis and navigate the site for a successful resolution to the disaster, and present our school, public safety, health and service agency officials with a more comprehensive means to plan and train for incidents at our schools;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby strongly support and enthusiastically endorse the Delaware County School Board districts efforts to acquire funding through the “Emergency Response and Crisis Management Grant” for implementing a project that will significantly improve the security and safety of our school students, promote collaboration among our residents, school, elected and public safety forces and provide for increased capability to plan, respond, recover and mitigate any emergency.

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

RESOLUTION NO. 06-777

PUBLIC HEARING (#2) FOR PROPOSED ADOPTION OF CHANGES TO THE BUILDING CODE OF DELAWARE COUNTY, ADOPTION OF THE 2006 RESIDENTIAL CODE OF OHIO FOR ONE, TWO AND THREE FAMILY DWELLINGS AND MODIFICATIONS TO THE RESIDENTIAL FEE SCHEDULE:

It was moved by Mr. Evans, seconded by Mr. Jordan to open the Hearing at 9:37AM.

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

RESOLUTION NO. 06-778

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IN THE MATTER OF CLOSING THE PUBLIC HEARING (#2) TO ADDRESS PROPOSED ADOPTION OF CHANGES TO THE BUILDING CODE OF DELAWARE COUNTY, ADOPTION OF THE 2006 RESIDENTIAL CODE OF OHIO FOR ONE, TWO AND THREE FAMILY DWELLINGS AND MODIFICATIONS TO THE RESIDENTIAL FEE SCHEDULE:

It was moved by Mr. Jordan, seconded by Mr. Evans to close the Hearing at 9:44AM.

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

RESOLUTION NO. 06-779

IN THE MATTER OF ADOPTING A RESOLUTION APPROVING A MUTUAL AID AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE FRANKLIN COUNTY BOARD OF COMMISSIONERS:

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

WHEREAS, Section 5502.29 of the Ohio Revised Code states that "Political subdivisions may, in collaboration with other public and private agencies within this state, develop mutual aid arrangements for reciprocal emergency management aid and assistance in case of any hazard too great to be dealt with unassisted."

THEREFORE, we, the Delaware County Board of Commissioners do, on behalf of the County of Delaware enter into and ratify the following agreement with Franklin County, Ohio:

ARTICLE 1. The purpose of this mutual aid agreement among the parties in meeting any emergency or disaster resulting from enemy attack or from natural or man-made occurrence is to insure that preparations within this county will be adequate to deal with such emergencies or disasters and generally to provide for the common defense, to protect the public order, health, safety, and general welfare, and to preserve lives and property of the people of the county. The prompt, full, and effective utilization of the resources of the respective counties, including such resources as may be available from the state and/or federal government or any other service, are essential to the safety, care, and welfare of the people thereof in the event of an emergency or disaster.

ARTICLE 2. Any party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement, provided that it is understood that the party providing aid may withhold resources to the extent necessary to provide reasonable protection for its jurisdiction. Each party shall extend to any other party, while operating within its jurisdictional limits under the terms and conditions of this agreement, the same powers and duties, rights and privileges and immunities as are extended to the emergency response personnel of such jurisdiction. Emergency response personnel will continue under the direction and control of their respective supervisors but the organizational unit will come under the operational control of the emergency management agency of the jurisdiction requesting assistance and will react in accordance with the terms and conditions of the county's emergency operations plan.

ARTICLE 3. Whenever any person holds a license, certificate, or other permit issued by the state or other political subdivisions evidencing the meeting of qualifications for professional, mechanical, or other skills, such person may render aid involving such skill in any county or political subdivisions to meet an emergency or disaster and such county or political subdivision shall give due recognition to such license, certificate, or permit as if issued by the state or political subdivisions in which aid is received.

ARTICLE 4. No county or its officers or employees rendering aid in another state or political subdivision pursuant to this agreement shall be liable on account of an act or omission in good faith on the part of such emergency management personnel while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith.

ARTICLE 5. In as much as it is probable that the detail for mutual aid among two or more political subdivisions may differ from that among other political subdivisions, this document contains elements of broad base common to all parties and nothing herein shall preclude any political subdivisions from entering into supplementary agreements with other political subdivisions. Such supplementary agreements may comprehend, but shall not be limited to provisions for evacuations and reception of injured or other persons, and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportations and communications personnel, equipment and supplies.

ARTICLE 6. Each political subdivision shall provide for the payment of compensation and death benefits to injured emergency response personnel of that political subdivision in case such members sustain injuries or are killed while rendering aid pursuant to this agreement in the same manner and on the same terms as if the injury or death were sustained within such jurisdiction.

ARTICLE 7. Any political subdivision rendering aid in other political subdivisions pursuant to this agreement shall be reimbursed by the political subdivisions receiving such aid for any loss or damage to, or expense

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incurred in the operation of any equipment answering a request for aid and for the cost incurred in connection with such request; provided that any aiding political subdivisions may assume, in whole or in part such loss, damage, expense, or other cost; or may loan such equipment or donate such services to the receiving political subdivisions without charge or cost; and provide further that any two or more political subdivisions may agree to an allocation of cost.

ARTICLE 8. Emergency operations plans in each political subdivision shall provide the framework for emergency response for officers, employees, and volunteers from within and outside of the political subdivision.

ARTICLE 9. This agreement shall become effective upon signature of all parties hereto and shall continue in full force and effect and remain binding on the parties until the chief executive of any political subdivision requests termination thereof. The chief executive shall provide the other parties to the agreement with thirty (30) days written notice prior to termination of the agreement.

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

RESOLUTION NO. 06-780

IN THE MATTER OF APPROVING A RESOLUTION TO PROVIDE CLINICAL FIELD TRAINING TO PARAMEDIC STUDENTS AT HOCKING COLLEGE:

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

WHEREAS, the Delaware County Board of Commissioners desire to assist in furthering the educational opportunities of students enrolled in approved emergency medical services training programs, and

WHEREAS, the Hocking College of Nelsonville, Ohio has an approved emergency medical training program and has requested an opportunity to work with Delaware County Emergency Medical Services personnel in a real world, supervised environment to provide practical experience to its students;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approves an agreement with the Hocking College Board of Trustees to provide this mutually beneficial service.

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

RESOLUTION NO. 06-781

IN THE MATTER OF APPROVING CHANGE ORDER 15 WITH JG CONTRACTING FOR ADDITIONAL PROJECT MANAGEMENT COST ASSOCIATED WITH THE CONSTRUCTION OF THE 800 MHZ RADIO PROJECT:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve change orders:

WHEREAS, the 800 MHz radio project went six months beyond the original completion date, and;

WHEREAS, this additional time was a result of delays beyond the control of JG Contracting and Delaware County:

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approves Change Order 15 for JG Contracting as follows:

Original Contract	\$1,989,000.00
Previous Changes	\$ 695,035.00
Change Order 15	\$ 50,000.00
Revised Contract Amount	\$2,734,035.00

BE IT FURTHER RESOLVED: That the Board of County Commissioners approve a purchase order as follows:

J G Contracting	Tower Construction	40411410-5410	\$50,000.00
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Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 06-782

A RESOLUTION AUTHORIZING EXECUTION OF A COMMUNITY REINVESTMENT AREA AGREEMENT WITH CITICORP NORTH AMERICA, INC. AND CITIGROUP TECHNOLOGY, INC. FOR THE CITICORP NORTH AMERICA DATA CENTER PROJECT:

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

WHEREAS, the Delaware County Commissioners, with the consent of the Board of Trustees of Liberty Township, have designated an area in Liberty Township as a Community Reinvestment Area (CRA), pursuant to Ohio Revised Code 3735, inclusive, and have encouraged the development of real property and investment in personal property therein; and

WHEREAS, the purpose of the Delaware County CRA in Liberty Township 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 Area; and

WHEREAS, the duly appointed Delaware County / Liberty Township CRA Tax Incentive Negotiating Committee has reviewed and recommends approval of a proposed CRA application submitted by an enterprise which desires to expand within said CRA, and has determined that the Enterprise meets the CRA Guidelines adopted by the Delaware County Board of Commissioners by Resolution Number 06-350 on March 16, 2006; and

WHEREAS, the Board of Trustees of Liberty Township has agreed to review such applications, to approve applications which meet the guidelines, and to forward all approved proposals to the Delaware County Board of Commissioners for final approval; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Delaware, State of Ohio as follows:

SECTION 1. That the CRA Application submitted by Citicorp North America, Inc. on March 9, 2006, as subsequently modified by the Agreement noted in SECTION 2 below is hereby approved.

SECTION 2. The Community Reinvestment Area Agreement, substantially in the form attached hereto as Exhibit A and made a part hereof, including but not limited to the 15 year, 72% average property tax exemption provided therein to facilitate the Citicorp North America, Inc. Data Center Project, is hereby approved and authorized with changes therein not inconsistent with this resolution and not substantially adverse to the County, and any two or more members of this Board are hereby authorized to execute the Community Reinvestment Area Agreement and directed to take any further actions, and execute and deliver any further agreements, certificates or documents necessary to accomplish the granting of the incentives described in the Community Reinvestment Area Agreement, provided further that the approval of changes thereto by those members that execute the Agreement, and their character as not being substantially adverse to the County, shall be evidenced conclusively by their execution thereof.

SECTION 3. The Clerk of the Board of Commissioners is directed to submit a certified copy of this Resolution to the Director of the Ohio Department of Development and the Director of the Ohio Department of Taxation.

SECTION 4. That this Resolution shall take effect and be in force immediately after its passage.

Exhibit A

COMMUNITY REINVESTMENT AREA AGREEMENT

This Agreement made and entered into by and between **Citicorp North America, Inc.**, with its main offices located at 399 Park Avenue, New York, New York, 10043, and **Citigroup Technology, Inc.**, with its main offices located at 399 Park Avenue, New York, New York, 10043 (hereinafter referred to as the "COMPANIES"), the **Board of County Commissioners of Delaware County**, Ohio with its main offices located at 101 North Sandusky Street, Delaware, Ohio 43015 (hereinafter referred to as the "County"), and **Liberty Township** (hereinafter referred to as "Township") with its main offices located at 7761 Liberty Road, Powell, Ohio 43065.

WITNESSETH;

WHEREAS, Liberty Township and Delaware County have encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Areas, a map and description of which is attached hereto as **EXHIBIT A** and made a part hereof; and

WHEREAS, Citicorp North America, Inc. is desirous of constructing and expanding its business operations by constructing a state-of-the-art Data Center facility to be located at the Park @ Greif corporate business park on tax parcel number 41944005007000. The new facility will be approximately 300,000 square feet in size, to be used for data center processing and technology activities. In addition, the COMPANIES desire to create new jobs and payroll, and investment in new machinery and equipment at the new data center facility, to be located at the Park @ Greif corporate business park on tax parcel number 41944005007000, Liberty Township, Powell, Delaware County, Ohio, hereinafter be referred to as the "PROJECT site", and the improvements to be constructed and invested in at the PROJECT site shall constitute the "PROJECT". The PROJECT site shall be owned or leased by Citicorp North America, Inc. on land described in **EXHIBIT B**, attached hereto and made a part hereof, and is within the

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boundaries of the aforementioned Community Reinvestment Area (CRA). Citicorp North America, Inc. and Citigroup Technology, Inc. shall carry out the proposed PROJECT at said PROJECT site, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Board of Trustees, Liberty Township, Delaware County, Ohio, by Resolution Number 06-077, adopted on March 6, 2006, and Resolution Number 06-315, adopted by the Board of County Commissioners for Delaware County on March 9, 2006, designated the area as a CRA pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective the 22nd day of March, 2006, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution Number 06-315 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said area as an expansion of CRA #04105788-01 under said Chapter 3735; and

WHEREAS, the County and the Township have determined that Citicorp North America, Inc. and Citigroup Technology, Inc. satisfies the statutory criteria set forth in Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the County having the appropriate authority for the stated type of project desires to provide Citicorp North America, Inc. with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, Citicorp North America, Inc. has submitted a proposed agreement application (herein attached as **EXHIBIT C**) to the County pursuant to Chapter 3735 of the Ohio Revised Code, said application hereinafter referred to as "APPLICATION"; and

WHEREAS, Citicorp North America, Inc. has remitted the required state application fee of **\$750.00** made payable to the Ohio Department of Development with the application to be forwarded with the final Agreement; and

WHEREAS, the Tax Incentive Negotiating Committee for the Delaware County / Liberty Township Community Reinvestment Area has investigated the application of Citicorp North America, Inc. and has recommended the same to the Board of Trustees of Liberty Township and the Delaware County Board of Commissioners on the basis that Citicorp North America, Inc. is qualified by financial responsibility and business experience to create and preserve employment opportunities in said CRA and improve the economic climate of Delaware County; and

WHEREAS, the PROJECT site as proposed by Citicorp North America, Inc. is located in the Olentangy Local School District and the Boards of Education of the Olentangy Local School District and Delaware Area Career Center School District have been notified in accordance with Section 5709.83 and have been given a copy of the APPLICATION; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format under Section 3735.671(B) of the Ohio Revised Code, the Parties hereto desire to set forth their Agreement with respect to matters hereinafter contained;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties from the execution hereof, the Parties herein agree as follows:

1. Citicorp North America, Inc. shall build an approximately 300,000 square foot Data Center facility to be located at the Park @ Greif corporate business park on tax parcel number 41944005007000, Liberty Township, Powell, Delaware County, Ohio. The facility will be owned or leased by Citicorp North America, Inc., and be used for state-of-the-art Data Center operations on land described in **EXHIBIT B**. The cost of the real property building improvements associated with the construction of this new facility is estimated to be \$160,000,000. Citicorp North America, Inc. shall also invest an estimated \$325,000,000 in new machinery and equipment to be used for data processing purposes in the new facility at the Park @ Greif corporate business park on tax parcel number 41944005007000, in Liberty Township. The total investment in real property improvements for the PROJECT is estimated to be \$160,000,000. Citicorp North America, Inc. shall own or lease, and Citigroup Technology, Inc. shall occupy, the new data center facility that constitutes the PROJECT site and remain in operation at said PROJECT site for the entire term of this Agreement, which shall end on **December 31, 2025**. The COMPANIES agree not to annex the project site throughout the term of the Agreement.

In addition, Citicorp North America, Inc. shall purchase new machinery and equipment, with this investment estimated to be \$325,000,000. The total investment in personal property machinery and equipment for the PROJECT is estimated to be \$325,000,000.

The PROJECT will involve an estimated total investment by Citicorp North America, Inc. of \$485,000,000 (Four Hundred Eighty-Five Million Dollars) **plus or minus ten percent**, at the PROJECT site in Liberty Township. Included in this estimated total investment are: \$160,000,000 (One Hundred Sixty Million Dollars) for **real property improvements** to construct the COMPANY's new facility, a state-of-the-art data center facility at the PROJECT site located at the Park @ Greif corporate business

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park on tax parcel number 41944005007000, in Liberty Township; and invest \$325,000,000 (Three Hundred and Twenty Five Million Dollars) for **new machinery & equipment**, \$0.00 (Zero Dollars) for **new furniture & fixtures**, and \$0.00 (Zero Dollars) for **new inventory** at the PROJECT site.

The PROJECT will begin on or about July 31, 2006 and all building improvements shall be completed by December 31, 2007 and all acquisition of personal property listed as part of the PROJECT shall be completed by December 31, 2007.

The total investment of this new construction project is greater than 10% of the market value of the facility assets already owned at the site prior to such expenditures, which is estimated to be \$0.00. The PROJECT is determined to be eligible as a significant new investment via the construction of a new data center facility at the Park @ Greif corporate business park on tax parcel number 41944005007000, Liberty Township, Powell, Delaware County, Ohio via the construction of a new data center facility for data processing purposes, and the purchase of new machinery & equipment.

2. The COMPANIES shall create within a time period not exceeding 36 months after the completion of construction by Citicorp North America, Inc. and subsequent occupancy by the COMPANIES of the proposed PROJECT (estimated to be no later than December 31, 2007) of the aforesaid facility, the equivalent of 55 new full-time permanent job opportunities, 0 new part-time permanent job opportunities, 0 full-time temporary job opportunities, and 0 part-time temporary job opportunities, for a total of 55 full-time equivalent (FTE) job opportunities to be created by the PROJECT. In addition, the COMPANIES shall retain a minimum of 0 full-time equivalent (FTE) existing jobs, currently consisting of 0 full-time and 0 part-time jobs, at the PROJECT site. Full-time permanent job opportunities shall include direct employees of the COMPANIES, employees engaged directly by either one of the COMPANIES as independent contractors to which one of the COMPANIES issues an IRS Form 1099, or employees of contractors, joint venture partners or licensees operating under agreement with either one of the COMPANIES that are performing functions or services for either one of the COMPANIES at the Project site.

The COMPANIES' schedule for retaining and creating full-time permanent, part-time permanent, and temporary job opportunities is as follows: 0 FTE jobs retained at the PROJECT site, 0 full-time permanent jobs, 0 part-time permanent jobs and 0 temporary jobs created in **Year One - 2007**; 55 full-time permanent jobs, 0 part-time permanent jobs and 0 temporary jobs created by the end of **Year Two - 2008**; 0 full-time permanent jobs, 0 part-time permanent jobs and 0 temporary jobs created by the end of **Year Three - 2009**. The job creation period begins with the effective date of this Agreement and all retained and newly created jobs will be in place by December 31, 2009.

As of March 9, 2006, the COMPANIES had 0 full-time permanent employees, 0 part-time permanent employees, 0 full-time temporary employees, and 0 part-time temporary employees for a total of 0 FTE jobs at the PROJECT site. As of March 9, 2006, the COMPANIES had a total of 1 full-time permanent employee, 0 part-time permanent employees, 0 full-time temporary employees, and 0 part-time temporary employees for a total of 1 employee (0 FTE) in the State of Ohio.

The PROJECT shall result in a total of at least 55 full-time permanent positions in place at the PROJECT site and 0 FTE positions retained at the PROJECT site, for a total of 55 FTE positions at the PROJECT site as of December 31, 2009.

It is expected that this increase via the full implementation of the PROJECT will result in additional annual payroll for the COMPANIES of approximately \$2,800,000 (Two Million Eight Hundred Thousand Dollars) for full-time permanent employees, approximately \$0.00 (Zero Dollars) for part-time permanent employees, and \$0.00 (Zero Dollars) for temporary employees, for a total of \$2,800,000 (Two Million Eight Hundred Thousand Dollars) of additional annual payroll for the COMPANIES at the PROJECT site. It is estimated that the retaining of at least 0 FTE jobs shall result in \$0.00 (Zero Dollars) of retained annual payroll for the COMPANIES at the PROJECT site.

3. The COMPANIES shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate both enterprises' compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the Council. The COMPANIES shall submit an employment plan (the "Employment Plan") to be updated annually, which establishes goals for hiring new employees. Compliance with the Employment Plan shall be based on the COMPANIES demonstrating a best faith effort to meet the Plan's goals. The Plan shall include the following criteria:

- a. The COMPANIES shall use best faith efforts to hire at least 15% of its new employees from Delaware County residents meeting one or more of the following classifications:

1. A resident of the CRA and/or Delaware County;
2. Unemployed for at least 6 months;

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- 3. Handicapped; and/or
- 4. A recipient of public assistance, general relief, or unemployment assistance.

Upon request, the COMPANIES shall provide the Tax Incentive Review Council or Delaware County Economic Development Department with evidence demonstrating their best faith efforts to comply with the provisions of the Employment Plan.

In keeping with its intention to assume its responsibilities as a responsible member of the Delaware County business community, the COMPANIES agree to undertake the following tasks during the term of this Agreement:

- a. The COMPANIES shall maintain a membership in a Chamber of Commerce of their choice as long as said Chamber is headquartered in Delaware County.
 - b. The COMPANIES shall contact the Delaware Area Career Center (DACC) within one hundred and eighty (180) days of the execution of this Agreement to determine areas of cooperation that may be mutually beneficial to the COMPANIES and the DACC.
 - c. The COMPANIES shall, within twelve (12) months of this Agreement, meet with members of the Delaware County Youth Employer Connections Sub Committee and the Delaware County Economic Development Department to determine if it would be possible to develop a Workforce Investment Act (WIA) Youth Workplace Experiences Program (YWEP) to be located at the PROJECT site. Such a program may include development of jobs for youth, a mentoring program, job shadowing, and / or tours of the COMPANIES, and ongoing support for the program to the COMPANIES from the WIA subcommittee.
4. The County hereby grants Citicorp North America, Inc. an average **72%** tax exemption pursuant to Section 3735.67 of the Ohio Revised Code for real property improvements to the PROJECT site. Said exemption shall be based on the increase in the assessed valuation of the PROJECT site as a result of the real property improvements. The tax exemption amount shall be as follows:

<u>Year</u>	<u>Exemption Percent</u>
1	90%
2	90%
3	90%
4	80%
5	80%
6	80%
7	70%
8	70%
9	70%
10	60%
11	60%
12	60%
13	60%
14	60%
15	60%

If investment in new real property falls below 90% of the target level, Liberty Township and Delaware County reserve the right to modify or terminate this Agreement.

Each identified PROJECT improvement will receive a 15-year exemption period. The exemption from real property taxation commences the first year for which the real property improvements would first be taxable were the property not exempted from taxation. No exemption shall commence after December 31, 2010 nor extend beyond December 31, 2024. The COMPANIES shall occupy and remain in operation at the PROJECT site at least until December 31, 2025.

- 5. Pursuant to Chapter 3735 and Section 5709.82 (C) (2) & (D) of the Ohio Revised Code, Citicorp North America, Inc. shall make annual payments to the Olentangy Local School District (OLSD) and the Delaware Area Career Center (DACC) coinciding with the term of the tax exemptions granted above. The annual payment from Citicorp North America, Inc. to OLSD shall be \$453,000 per year for fifteen years for a total amount of \$6,795,000. The annual payment to DACC shall be \$5,000 per year for fifteen years for a total amount of \$75,000.

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The payments shall be for the benefit educational initiatives on behalf of the Olentangy Local School District and the Delaware Area Career Center. The first payments to OLSD and DACC shall be due by December 31, 2007, with each subsequent payment due by December 31 of each subsequent year, with the 15th and final payment being due by December 31, 2021.

These payments shall be subject to the terms and conditions of a separate Compensation Agreement between Citicorp North America, Inc., Liberty Township, Delaware County, Olentangy Local School District, and the Delaware Area Career Center.

6. Citicorp North America, Inc. shall pay an annual fee of **Five Hundred Dollars (\$500.00)** for each year that this Agreement is in effect and tax exemptions are granted. The fee shall be made payable to Delaware County once per year, and shall be due on December 31 of each year beginning with December 31, 2007, with the last payment due on December 31, 2021. The fee shall be paid by check made out to Delaware County and shall be submitted to the County Commissioners Office. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 3735.671(D) of the Ohio Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Ohio Revised Code exclusively for the purpose of performing the duties prescribed under that section.
7. As applicable, Citicorp North America, Inc. must file the appropriate tax forms (DTE 24) with the Delaware County Auditor and (#913) with the State Department of Taxation to effect and maintain the exemptions covered in this Agreement. The #913 Ohio tax form must be filed by Citicorp North America, Inc. annually. Copies of these tax forms shall also be provided by Citicorp North America, Inc. annually to the applicable Tax Incentive Review Council. In addition, Citicorp North America, Inc. may file additional and supplementary documentation, which might be helpful in demonstrating their compliance with the terms of this Agreement.
8. Citicorp North America, Inc. shall pay such real and tangible personal property taxes as are owed by it and are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If Citicorp North America, Inc. fails to pay such taxes or file such returns and reports as and when due, all incentives granted under this Agreement as to such entity's property are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
9. Delaware County and Liberty Township shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
10. If for any reason said CRA designation expires, the Director of the Ohio Department of Development revokes certification of the CRA, or the Board of Trustees of Liberty Township or the Delaware County Board of Commissioners revokes the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless Citicorp North America, Inc. or Citigroup Technology, Inc. materially fail to fulfill their obligations under this Agreement, and Liberty Township and Delaware County terminate or modify the exemptions from taxation granted under this Agreement.
11. If Citicorp North America, Inc. or Citigroup Technology, Inc. materially fail to fulfill its obligations under any provision of this Agreement, other than with respect to the number of employee positions estimated to be created or retained under this Agreement, or if Citicorp North America, Inc. or Citigroup Technology, Inc. file a petition for relief pursuant to the United States Bankruptcy Code, or if Delaware County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, Delaware County and Liberty Township may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment, from Citicorp North America, Inc., of a percentage of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement as indicated below:

Year 1	100%
Year 2	100%
Year 3	100%
Year 4	100%
Year 5	100%
Year 6	80%
Year 7	80%
Year 8	80%
Year 9	50%
Year 10	50%
Year 11	50%

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Year 12	40%
Year 13	30%
Year 14	20%
Year 15	10%

12. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by the COMPANIES is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this Agreement during that three-year period, Citicorp North America, Inc. shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this Agreement during that three-year period. In addition, Liberty Township or Delaware County may terminate or modify the exemptions from taxation granted under this Agreement.

The COMPANIES shall provide payroll information for each employee quarterly to both the County and the Township not later than 30 days after the end of each calendar year quarter. The information shall not include personal information such as the employee's name, address or social security number.

For purposes of this Section: (i) the first three-year period shall not commence until the start of the 2011 calendar year; (ii) the three-year periods shall be consecutive, rolling three-year periods (e.g., the first three-year period shall be 2011 through 2013, and the second three-year period shall be 2014 through 2016); and (iii) the repayment for a three-year period shall only be required only if the COMPANIES fail to meet the seventy-five per cent threshold for six or more of the twelve calendar quarters in that three-year period, based on a review of the quarterly employment reports provided pursuant to this Section.

13. Citicorp North America, Inc. and Citigroup Technology, Inc. hereby certify that they (a) does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio; (b) do not owe delinquent taxes for which they are liable under Chapter 5727, 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, they are currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof; and (c) have not filed a petition in bankruptcy under the United States Bankruptcy Code, or such a petition has not been filed against Citicorp North America, Inc. or Citigroup Technology, Inc. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
14. Citicorp North America, Inc. and Citigroup Technology, Inc. affirmatively covenant that they do not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
15. Citicorp North America, Inc., Citigroup Technology, Inc., Liberty Township, and Delaware County acknowledge that this CRA Agreement must be approved by formal action of the legislative authority of Liberty Township and Delaware County as a condition for the Agreement to take effect. This agreement takes effect upon such approval. A copy of this agreement must be forwarded to the Ohio Departments of Taxation and Development within fifteen (15) days of approval to be finalized. All Parties to this Agreement must sign said Agreement prior to Delaware County sending said Agreement to the Ohio Departments of Taxation and Development.
16. Delaware County has developed a policy to ensure that recipients of CRA tax benefits practice non-discrimination in their operations. By executing this Agreement, Citicorp North America, Inc. and Citigroup Technology, Inc. are committed to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
17. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that Citicorp North America, Inc. or any successor enterprise, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
18. Citicorp North America, Inc. and Citigroup Technology, Inc. affirmatively covenant that they have made no false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representatives of Citicorp North America, Inc. or Citigroup Technology, Inc. have knowingly made a false statement to the Sate or local political subdivisions to obtain the Community Reinvestment Areas incentives, Citicorp North America, Inc. shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may

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be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

19. This Agreement is not transferable or assignable without the express, written approval of Liberty Township and Delaware County.
20. The County, the Township and the COMPANIES each agree and acknowledge that for so long as any portion of the PROJECT is exempt from ad valorem [real/personal] property taxation pursuant to this Agreement, no party to this Agreement shall make, or consent to the making of, an application for any additional exemption from real or personal property taxation for any other portion of the Project without first receiving the prior written consent of the other parties to this Agreement. The County, the Township and the COMPANIES each further acknowledge and agree that the possession by the Delaware County Port Authority (the "Port Authority") of an ownership interest in any portion of the PROJECT shall not affect the status, as exempt or nonexempt for ad valorem tax purposes, of any portion of the PROJECT, which shall be determined as if the COMPANIES possess the entire ownership interest in the Project, and further, in the event that the possession by the Port Authority of an ownership interest in the Project would, as a matter of law and notwithstanding the foregoing agreement among the parties hereto, cause any portion of the Project to be exempt from ad valorem property taxes that would not be exempt under the terms of this Agreement, the COMPANIES agree to make payments in the amounts and at the times that ad valorem property taxes would have been payable with respect to all or such portion of the Project to each governmental entity levying ad valorem property taxes within the area in which the Project is located.

IN WITNESS WHEREOF, the Board of County Commissioners, Delaware County, Ohio by and pursuant to Resolution Number 06-438 and Resolution Number 06, has caused this instrument to be executed this 19th day of June, 2006, the Board of Trustees of Liberty Township, Delaware County, Ohio, and pursuant to Resolution Number 06-104, has caused this instrument to be executed this ___ day of June, 2006, and Citicorp North America, Inc. has caused this instrument to be executed this ___ day of June, 2006, and Citigroup Technology, Inc. has caused this instrument to be executed this ___ day of June, 2006.

EXHIBIT A

Delaware County / Liberty Township Community Reinvestment Area (CRA) -

Map & Description

Exhibit "A"

**Delaware County, Ohio
February 13, 2006**

**Liberty Township, Delaware County, Ohio
Community Reinvestment Area No. 04105788-01 Expansion Area
Boundary Description**

Beginning at a point located at the northwest corner of Delaware County Tax Parcel Number 41944005007000 in Liberty Township, which is the Point of Beginning (POB) for the Community Reinvestment Area Expansion Area; then proceeding eastward along the north property line of said tax parcel number 41944005007000, a distance of approximately 1,178.60 feet to a point located at the north east corner of tax parcel number 41944005007000; then proceeding in a southerly direction along the eastern property line of tax parcel number 41944005007000 a distance of approximately 993.70 to a point located at the northwest corner of tax parcel number 41944005006000; then proceeding in an easterly direction, a distance of approximately 2,119.55 feet to a point on the eastern boundary line of Liberty Township / western boundary line of Berlin Township; then proceeding in a southerly direction along this shared township boundary line, a distance of approximately 2,118.15 feet to a point at the southeast corner of tax parcel number 41944005012000; then proceeding in a westerly direction along the southern boundary of The Park @ Greif, a distance of approximately 3,582.10 feet to a point located at the southwestern corner of tax parcel number 41944005007000; then proceeding northward along a line a distance of approximately 640 feet, then proceeding eastward along a line a distance of approximately 270 feet to a point along the western property line of tax parcel number 41944005007000; then proceeding northward a distance of approximately 1,846.55 feet along the western property line of tax parcel number 41944005007000 to the Point of Beginning (POB); encompassing an area of approximately 144.14 acres.

Exhibit B

Citicorp North America, Inc. – Description of Project Site

**Lot 3866, The Park at Greif, Liberty Township, Ohio
Delaware County Tax Parcel # 41944005007000**

EXHIBIT C

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Citicorp North America, Inc. Application for Community Reinvestment Area (CRA) Tax Incentives

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

RESOLUTION NO. 06-783

A RESOLUTION AUTHORIZING EXECUTION OF AN ENTERPRISE ZONE AGREEMENT WITH CITICORP NORTH AMERICA, INC. AND CITIGROUP TECHNOLOGY, INC. FOR THE CITICORP NORTH AMERICA DATA CENTER PROJECT:

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

WHEREAS, the Delaware County Commissioners, with the consent of the Board of Trustees of Liberty Township, have designated an area in Liberty 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 have encouraged the development of real property and investment in personal property therein; and

WHEREAS, the purpose of the Delaware County Enterprise Zone in Liberty Township 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 Delaware County / Liberty Township Enterprise Zone Tax Incentive Negotiating Committee has reviewed and recommends approval of a proposed Enterprise Zone application submitted by an enterprise which desires to expand within said Enterprise Zone, and has determined that the Enterprise meets the Enterprise Zone Guidelines adopted by the Delaware County Board of Commissioners by Resolution Number 06-350 on March 16, 2006; and

WHEREAS, the Board of Trustees of Liberty Township has agreed to review such applications, to approve applications which meet the guidelines, and to forward all approved proposals to the Delaware County Board of Commissioners for final approval; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Delaware, State of Ohio as follows:

SECTION 1. That the Enterprise Zone Application submitted by Citicorp North America, Inc. on March 9, 2006, as subsequently modified by the Agreement noted in SECTION 2 below is hereby approved.

SECTION 2. The Enterprise Zone Agreement, substantially in the form attached hereto as Exhibit A and made a part hereof, including but not limited to the 10 year, 60% property tax exemption provided therein to facilitate the Citicorp North America, Inc. Data Center Project, is hereby approved and authorized with changes therein not inconsistent with this resolution and not substantially adverse to the County, and any two or more members of this Board are hereby authorized to execute the Enterprise Zone Agreement and directed to take any further actions, and execute and deliver any further agreements, certificates or documents necessary to accomplish the granting of the incentives described in the Enterprise Zone Agreement, provided further that the approval of changes thereto by those members that execute the Agreement, and their character as not being substantially adverse to the County, shall be evidenced conclusively by their execution thereof.

SECTION 3. The Clerk of the Board of Commissioners is directed to submit a certified copy of this Resolution to the Director of the Ohio Department of Development and the Director of the Ohio Department of Taxation.

SECTION 4. That this Resolution shall take effect and be in force immediately after its passage.

**Exhibit A
ENTERPRISE ZONE AGREEMENT**

This Agreement made and entered into by and between **Citicorp North America, Inc.**, with its main offices located at 399 Park Avenue, New York, New York, 10043, and **Citigroup Technology, Inc.**, with its main offices located at 399 Park Avenue, New York, New York, 10043 (hereinafter referred to as the "COMPANIES"), the **Board of County Commissioners of Delaware County**, Ohio with its main offices located at 101 North Sandusky Street, Delaware, Ohio 43015 (hereinafter referred to as the "County"), and **Liberty Township** (hereinafter referred to as "Township") with its main offices located at 7761 Liberty Road, Powell, Ohio 43065.

WITNESSETH;

WHEREAS, Liberty Township and Delaware County have encouraged the development of real property and investment in personal property located in the area designated as an Enterprise Zone, a map and description of which is attached hereto as **EXHIBIT A** and made a part hereof; and

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WHEREAS, Citicorp North America, Inc. is desirous of constructing and expanding its business operations by constructing a state-of-the-art Data Center facility to be located at the Park @ Greif corporate business park on tax parcel number 41944005007000. The new facility will be approximately 300,000 square feet in size, to be used for data center processing and technology activities. In addition, the COMPANIES desire to create new jobs and payroll, and investment in new machinery and equipment at the new data center facility, to be located at the Park @ Greif corporate business park on tax parcel number 41944005007000, Liberty Township, Powell, Delaware County, Ohio, hereinafter be referred to as the "PROJECT site", and the improvements to be constructed and invested in at the PROJECT site shall constitute the "PROJECT". The PROJECT site shall be owned or leased by Citicorp North America, Inc. on land described in **EXHIBIT B**, attached hereto and made a part hereof, and is within the boundaries of the aforementioned Enterprise Zone. Citicorp North America, Inc. and Citigroup Technology, Inc. shall carry out the proposed PROJECT at said PROJECT site, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Board of Trustees, Liberty Township, Delaware County, Ohio, by Resolution Number 06-078, adopted on March 6, 2006, and Resolution Number 06-314, adopted by the Board of County Commissioners for Delaware County on March 9, 2006, designated the area as an Enterprise Zone pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective the 22nd day of March, 2006, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution Number 06-314 contains the characteristics set forth in Section 5709.61(A)(3) of the Ohio Revised Code and certified said area as an expansion of Enterprise Zone 247C under said Chapter 5709; and

WHEREAS, the County and the Township have determined that Citicorp North America, Inc. and Citigroup Technology, Inc. satisfy the statutory criteria set forth in Section 5709.63 (D) of the Ohio Revised Code; and

WHEREAS, the County having the appropriate authority for the stated type of project desires to provide Citicorp North America, Inc. with incentives available for the development of the PROJECT in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, Citicorp North America, Inc. has submitted a proposed agreement application (herein attached as **EXHIBIT C**) to the County pursuant to 5709.63 of the Ohio Revised Code, said application hereinafter referred to as "APPLICATION"; and

WHEREAS, Citicorp North America, Inc. has remitted the required state application fee of **\$750.00** made payable to the Ohio Department of Development with the application to be forwarded with the final Agreement; and

WHEREAS, the Tax Incentive Negotiating Committee for the Delaware County / Liberty Township Enterprise Zone has investigated the application of Citicorp North America, Inc. and has recommended the same to the Board of Trustees of Liberty Township and the Delaware County Board of Commissioners on the basis that Citicorp North America, Inc. is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of Delaware County; and

WHEREAS, the PROJECT site as proposed by Citicorp North America, Inc. is located in the Olentangy Local School District and the Boards of Education of the Olentangy Local School District and Delaware Area Career Center School District have been notified in accordance with Section 5709.83 and have been given a copy of the APPLICATION; and

WHEREAS, pursuant to Section 5709.63(A) and in conformance with the format under Section 5709.631 of the Ohio Revised Code, the Parties hereto desire to set forth their Agreement with respect to matters hereinafter contained;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties from the execution hereof, the Parties herein agree as follows:

1. Citicorp North America, Inc. shall build an approximately 300,000 square foot Data Center facility to be located at the Park @ Greif corporate business park on tax parcel number 41944005007000, Liberty Township, Powell, Delaware County, Ohio. The facility will be owned or leased by Citicorp North America, Inc., and be used for state-of-the-art Data Center operations on land described in **EXHIBIT B**. The cost of the real property building improvements associated with the construction of this new facility is estimated to be \$160,000,000. Citicorp North America, Inc. shall also invest an estimated \$325,000,000 in new machinery and equipment to be used for data processing purposes in the new facility at the Park @ Greif corporate business park on tax parcel number 41944005007000, in Liberty Township. The total investment in real property improvements for the PROJECT is estimated to be \$160,000,000. Citicorp North America, Inc. shall own or lease, and Citigroup Technology, Inc. shall occupy, the new data center facility that constitutes the PROJECT site and remain in operation at said PROJECT site for the entire term of this Agreement, which shall end on **December 31, 2025**.

In addition, Citicorp North America, Inc. shall purchase new machinery and equipment, with this

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investment estimated to be \$325,000,000. The total investment in personal property machinery and equipment for the PROJECT is estimated to be \$325,000,000.

The PROJECT will involve an estimated total investment by Citicorp North America, Inc. of \$485,000,000 (Four Hundred Eighty-Five Million Dollars) **plus or minus ten percent**, at the PROJECT site in Liberty Township. Included in this estimated total investment are: \$160,000,000 (One Hundred Sixty Million Dollars) for **real property improvements** to construct the COMPANY's new facility, a state-of-the-art data center facility at the PROJECT site located at the Park @ Greif corporate business park on tax parcel number 41944005007000, in Liberty Township; and invest \$325,000,000 (Three Hundred and Twenty Five Million Dollars) for **new machinery & equipment**, \$0.00 (Zero Dollars) for **new furniture & fixtures**, and \$0.00 (Zero Dollars) for **new inventory** at the PROJECT site.

The PROJECT will begin on or about July 31, 2006 and all building improvements shall be completed by December 31, 2007 and all acquisition of personal property listed as part of the PROJECT shall be completed by December 31, 2007.

The total investment of this new construction project is greater than 10% of the market value of the facility assets already owned at the site prior to such expenditures, which is estimated to be \$0.00. The PROJECT is determined to be eligible as a significant new investment via the construction of a new data center facility at the Park @ Greif corporate business park on tax parcel number 41944005007000, Liberty Township, Powell, Delaware County, Ohio via the construction of a new data center facility for data processing purposes, and the purchase of new machinery & equipment.

2. The COMPANIES shall create within a time period not exceeding 36 months after the completion of construction by Citicorp North America, Inc., and subsequent occupancy by the COMPANIES of the proposed PROJECT (estimated to be no later than December 31, 2007) of the aforesaid facility, the equivalent of 55 new full-time permanent job opportunities, 0 new part-time permanent job opportunities, 0 full-time temporary job opportunities, and 0 part-time temporary job opportunities, for a total of 55 full-time equivalent (FTE) job opportunities to be created by the PROJECT. In addition, the COMPANIES shall retain a minimum of 0 full-time equivalent (FTE) existing jobs, currently consisting of 0 full-time and 0 part-time jobs, at the PROJECT site. Full-time permanent job opportunities shall include direct employees of the COMPANIES, employees engaged directly by either one of the COMPANIES as independent contractors to which one of the COMPANIES issues an IRS Form 1099, or employees of contractors, joint venture partners or licensees operating under agreement with either one of the COMPANIES that are performing functions or services for either one of the COMPANIES at the Project site.

The COMPANIES' schedule for retaining and creating full-time permanent, part-time permanent, and temporary job opportunities is as follows: 0 FTE jobs retained at the PROJECT site, 0 full-time permanent jobs, 0 part-time permanent jobs and 0 temporary jobs created in **Year One - 2007**; 55 full-time permanent jobs, 0 part-time permanent jobs and 0 temporary jobs created by the end of **Year Two - 2008**; 0 full-time permanent jobs, 0 part-time permanent jobs and 0 temporary jobs created by the end of **Year Three - 2009**. The job creation period begins with the effective date of this Agreement and all retained and newly created jobs will be in place by December 31, 2009.

As of March 9, 2006, the COMPANIES had 0 full-time permanent employees, 0 part-time permanent employees, 0 full-time temporary employees, and 0 part-time temporary employees for a total of 0 FTE jobs at the PROJECT site. As of March 9, 2006, the COMPANIES had a total of 1 full-time permanent employee, 0 part-time permanent employees, 0 full-time temporary employees, and 0 part-time temporary employees for a total of 1 employee (0 FTE) in the State of Ohio.

The PROJECT shall result in a total of at least 55 full-time permanent positions in place at the PROJECT site and 0 FTE positions retained at the PROJECT site, for a total of 55 FTE positions at the PROJECT site as of December 31, 2009.

It is expected that this increase via the full implementation of the PROJECT will result in additional annual payroll for the COMPANIES of approximately \$2,800,000 (Two Million Eight Hundred Thousand Dollars) for full-time permanent employees, approximately \$0.00 (Zero Dollars) for part-time permanent employees, and \$0.00 (Zero Dollars) for temporary employees, for a total of \$2,800,000 (Two Million Eight Hundred Thousand Dollars) of additional annual payroll for the COMPANIES at the PROJECT site. It is estimated that the retaining of at least 0 FTE jobs shall result in \$0.00 (Zero Dollars) of retained annual payroll for the COMPANIES at the PROJECT site.

3. The COMPANIES shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the enterprises' compliance with the agreement, including returns filed pursuant to section 5711.02 or 5727.08 of the Ohio Revised Code if requested by the Council. The COMPANIES shall submit an employment plan (the "Employment Plan") to be updated annually, which establishes goals for hiring new employees. Compliance with the Employment Plan shall be based on the COMPANIES demonstrating a best faith effort to meet the Plan's goals. The Plan shall include the following criteria:

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- a. The COMPANIES shall use best faith efforts to hire at least 15% of its new employees from Delaware County residents meeting one or more of the following classifications:
 - 1. A resident of the Enterprise Zone and/or Delaware County;
 - 2. Unemployed for at least 6 months;
 - 3. Handicapped; and/or
 - 5. A recipient of public assistance, general relief, or unemployment assistance.

Upon request, the COMPANIES shall provide the Tax Incentive Review Council or Delaware County Economic Development Department with evidence demonstrating their best faith efforts to comply with the provisions of the Employment Plan.

In keeping with its intention to assume its responsibilities as a responsible member of the Delaware County business community, the COMPANIES agree to undertake the following tasks during the term of this Agreement:

- a. The COMPANIES shall maintain a membership in a Chamber of Commerce of their choice as long as said Chamber is headquartered in Delaware County.
 - b. The COMPANIES shall contact the Delaware Area Career Center (DACC) within one hundred and eighty (180) days of the execution of this Agreement to determine areas of cooperation that may be mutually beneficial to the COMPANIES and the DACC.
 - c. The COMPANIES shall, within twelve (12) months of this Agreement, meet with members of the Delaware County Youth Employer Connections Sub Committee and the Delaware County Economic Development Department to determine if it would be possible develop a Workforce Investment Act (WIA) Youth Workplace Experiences Program (YWEP) to be located at the PROJECT site. Such a program may include development of jobs for youth, a mentoring program, job shadowing, and / or tours of the COMPANIES, and ongoing support for the program to the COMPANIES from the WIA subcommittee.
4. The County hereby grants Citicorp North America, Inc. a **0%** tax exemption pursuant to Section 5709.63 of the Ohio Revised Code for real property improvements to the PROJECT site. Said exemption shall be based on the increase in the assessed valuation of the PROJECT site as a result of the real property improvements. The tax exemption amount shall be as follows:

<u>Year</u>	<u>Exemption Percent</u>
1	0%
2	0%
3	0%
4	0%
5	0%
6	0%
16	0%
17	0%
18	0%
19	0%

If investment in new real property falls below 90% of the target level, Liberty Township and Delaware County reserve the right to modify or terminate this Agreement.

Each identified PROJECT improvement will receive a 0-year exemption period. The exemption from real property taxation commences the first year for which the real property improvements would first be taxable were the property not exempted from taxation. No exemption shall commence after December 31, 2010 nor extend beyond December 31, 2019. The COMPANIES shall occupy and remain in operation at the PROJECT site at least until December 31, 2025.

- 5. The County hereby grants Citicorp North America, Inc. a **60%** tax exemption pursuant to Section 5709.63 of the Ohio Revised Code for personal property machinery and equipment investment at the PROJECT site as part of this PROJECT pursuant to Section 5709.63 of the Ohio Revised Code. The tax exemption amount shall be as follows:

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<u>Year</u>	<u>Exemption Percent</u>
1	60%
2	60%
3	60%
4	60%
5	60%
6	60%
7	60%
8	60%
9	60%
10	60%

It is acknowledged by all Parties to this Agreement, that investment by financial services companies in new tangible personal property machinery and equipment is currently exempt from property taxation by the State of Ohio. However, if at any time during the term of this Agreement, said property were to again be subject to taxation by the State of Ohio, the tax exemption noted above shall apply to said investment in tangible personal property machinery and equipment subject to this agreement, and said exemption shall be in place for the term and percentage listed above in this Section.

If investment in new personal property machinery and equipment falls below 90% of the target level, Liberty Township and Delaware County reserve the right to modify or terminate this Agreement.

Each identified PROJECT investment will receive a maximum of a 10-year exemption period. The exemption from personal property taxation commences the first year for which tangible personal property would first be taxable were the property not exempted from taxation. No exemption shall commence after December 31, 2010 nor extend beyond December 31, 2019. The COMPANIES shall occupy and remain in operation at the PROJECT site at least until December 31, 2025.

- 6. The County hereby grants **no** tax exemption for **personal property investments in new furniture and fixtures and new inventory** as part of this PROJECT pursuant to Section 5709.63 of the Ohio Revised Code. The tax exemption amount shall be as follows:

<u>Year</u>	<u>Exemption Percent</u>
1	0%
2	0%
3	0%
4	0%
5	0%
6	0%
7	0%
8	0%
9	0%
10	0%

Each identified PROJECT improvement will receive a 0-year exemption period. No exemption shall commence after December 31, 2009 nor extend beyond December 31, 2009. The COMPANIES shall occupy and remain in operation at the PROJECT site at least until December 31, 2025.

- 7. The minimum investment for tangible personal property to qualify for an exemption under this Agreement is ~~\$200,000,000~~ to purchase machinery and equipment first used in business at the PROJECT site as a result of the PROJECT, ~~\$0.00~~ for furniture and fixtures and other noninventory personal property first used in business at the PROJECT site as a result of the PROJECT, and ~~\$0.00~~ for new inventory. The maximum investment for tangible personal property to qualify for the exemption is ~~\$400,000,000~~ to purchase machinery and equipment first used in business at the PROJECT site as a result of the PROJECT, ~~\$0.00~~ for furniture and fixtures and other noninventory personal property first used in business at the PROJECT site as a result of the PROJECT and ~~\$0.00~~ for new inventory. The exemption commences the first year for which the tangible personal property would first be taxable were that property not exempted from taxation. No exemption shall commence after the tax return year ending December 31, 2010 nor extend beyond the tax return year ending December 31, 2019.
- 8. Pursuant to Section 5709.82 (C) (2) & (D) of the Ohio Revised Code, Citicorp North America, Inc. shall make annual payments to the Olentangy Local School District (OLSD) and the Delaware Area Career Center (DACC) coinciding with the term of the tax exemptions granted above. The annual payment from Citicorp North America, Inc. to OLSD shall be ~~\$453,000~~ per year for fifteen years for a total amount of ~~\$6,795,000~~. The annual payment to DACC shall be ~~\$5,000~~ per year for fifteen years for a total amount of ~~\$75,000~~.

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The payments shall be for the benefit educational initiatives on behalf of the Olentangy Local School District and the Delaware Area Career Center. The first payments to OLSL and DACC shall be due by December 31, 2007, with each subsequent payment due by December 31 of each subsequent year, with the 15th and final payment being due by December 31, 2021.

These payments shall be subject to the terms and conditions of a separate Compensation Agreement between Citicorp North America, Inc., Liberty Township, Delaware County, Olentangy Local School District, and the Delaware Area Career Center.

9. Citicorp North America, Inc. shall pay an annual fee of **Five Hundred Dollars (\$500.00)** for each year that this Agreement is in effect and tax exemptions are granted. The fee shall be made payable to Delaware County once per year, and shall be due on December 31 of each year beginning with December 31, 2007, with the last payment due on December 31, 2021. The fee shall be paid by check made out to Delaware County and shall be submitted to the County Commissioners Office. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 5709.68 of the Ohio Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Ohio Revised Code exclusively for the purpose of performing the duties prescribed under that section.
10. As applicable, Citicorp North America, Inc. must file the appropriate tax forms (DTE 24) with the Delaware County Auditor and (#913) with the State Department of Taxation to effect and maintain the exemptions covered in this Agreement. The #913 Ohio tax form must be filed by Citicorp North America, Inc. annually. Copies of these tax forms shall also be provided by Citicorp North America, Inc. annually to the applicable Tax Incentive Review Council. In addition, Citicorp North America, Inc. may file additional and supplementary documentation, which might be helpful in demonstrating their compliance with the terms of this Agreement.
11. Citicorp North America, Inc. shall pay such real and tangible personal property taxes as are owed by it and are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If Citicorp North America, Inc. fails to pay such taxes or file such returns and reports as and when due, all incentives granted under this Agreement as to such entity's property are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
12. Delaware County and Liberty Township shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
13. If for any reason said Enterprise Zone designation expires, the Director of the Ohio Department of Development revokes certification of the Enterprise Zone, or the Board of Trustees of Liberty Township or the Delaware County Board of Commissioners revokes the designation of the zone, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless Citicorp North America, Inc. or Citigroup Technology, Inc. materially fail to fulfill their obligations under this Agreement, and Liberty Township and Delaware County terminate or modify the exemptions from taxation granted under this Agreement.

If Citicorp North America, Inc. or Citigroup Technology, Inc. materially fail to fulfill their obligations under any provision of this Agreement, other than with respect to the number of employee positions estimated to be created or retained under this Agreement, or if Citicorp North America, Inc. or Citigroup Technology, Inc. file a petition for relief pursuant to the United States Bankruptcy Code, or if Delaware County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, Delaware County and Liberty Township may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment, from Citicorp North America, Inc., of a percentage of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement as indicated below:

Year 1	100%
Year 2	100%
Year 3	100%
Year 4	100%
Year 5	100%
Year 6	80%
Year 7	80%
Year 8	80%
Year 9	50%
Year 10	50%

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15. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by the COMPANIES is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this Agreement during that three-year period, Citicorp North America, Inc. shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this Agreement during that three-year period. In addition, Liberty Township or Delaware County may terminate or modify the exemptions from taxation granted under this Agreement.

The COMPANIES shall provide payroll information for each employee quarterly to both the County and the Township not later than 30 days after the end of each calendar year quarter. The information shall not include personal information such as the employee's name, address or social security number.

For purposes of this Section: (i) the first three-year period shall not commence until the start of the 2011 calendar year; (ii) the three-year periods shall be consecutive, rolling three-year periods (e.g., the first three-year period shall be 2011 through 2013, and the second three-year period shall be 2014 through 2016); and (iii) the repayment for a three-year period shall only be required only if the COMPANIES fail to meet the seventy-five per cent threshold for six or more of the twelve calendar quarters in that three-year period, based on a review of the quarterly employment reports provided pursuant to this Section.

16. Citicorp North America, Inc. and Citigroup Technology, Inc. hereby certify that they (a) do not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio; (b) do not owe delinquent taxes for which they are liable under Chapter 5727, 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, they are currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof; and (c) have not filed a petition in bankruptcy under the United States Bankruptcy Code, or such a petition has not been filed against Citicorp North America, Inc. or Citigroup Technology, Inc. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
17. Citicorp North America, Inc. and Citigroup Technology, Inc. affirmatively covenant that they do not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
18. Citicorp North America, Inc., Citigroup Technology, Inc., Liberty Township, and Delaware County acknowledge that this Enterprise Zone Agreement must be approved by formal action of the legislative authority of Liberty Township and Delaware County as a condition for the Agreement to take effect. This agreement takes effect upon such approval. A copy of this agreement must be forwarded to the Ohio Departments of Taxation and Development within fifteen (15) days of approval to be finalized. All Parties to this Agreement must sign said Agreement prior to Delaware County sending said Agreement to the Ohio Departments of Taxation and Development.
19. Delaware County has developed a policy to ensure that recipients of Enterprise Zone tax benefits practice non-discrimination in their operations. By executing this Agreement, Citicorp North America, Inc. and Citigroup Technology, Inc. are committed to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
20. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that Citicorp North America, Inc. or any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
21. Citicorp North America, Inc. and Citigroup Technology, Inc. affirmatively covenant that they have made no false statements to the State or local political subdivisions in the process of obtaining approval of the Enterprise Zone incentives. If any representatives of Citicorp North America, Inc. or Citigroup Technology, Inc. have knowingly made a false statement to the State or local political subdivisions to obtain the Enterprise Zone incentives, Citicorp North America, Inc. shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

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22. This Agreement is not transferable or assignable without the express, written approval of Liberty Township and Delaware County.
23. The County, the Township and the COMPANIES each agree and acknowledge that for so long as any portion of the PROJECT is exempt from ad valorem [real/personal] property taxation pursuant to this Agreement, no party to this Agreement shall make, or consent to the making of, an application for any additional exemption from real or personal property taxation for any other portion of the Project without first receiving the prior written consent of the other parties to this Agreement. The County, the Township and the COMPANIES each further acknowledge and agree that the possession by the Delaware County Port Authority (the "Port Authority") of an ownership interest in any portion of the PROJECT shall not affect the status, as exempt or nonexempt for ad valorem tax purposes, of any portion of the PROJECT, which shall be determined as if the COMPANIES possess the entire ownership interest in the Project, and further, in the event that the possession by the Port Authority of an ownership interest in the Project would, as a matter of law and notwithstanding the foregoing agreement among the parties hereto, cause any portion of the Project to be exempt from ad valorem property taxes that would not be exempt under the terms of this Agreement, the COMPANIES agree to make payments in the amounts and at the times that ad valorem property taxes would have been payable with respect to all or such portion of the Project to each governmental entity levying ad valorem property taxes within the area in which the Project is located.

IN WITNESS WHEREOF, the Board of County Commissioners, Delaware County, Ohio by and pursuant to Resolution Number 06-439 and Resolution Number 06, has caused this instrument to be executed this 19th day of June, 2006, the Board of Trustees of Liberty Township, Delaware County, Ohio, and pursuant to Resolution Number 06-105, has caused this instrument to be executed this ___ day of June, 2006, and Citicorp North America, Inc. has caused this instrument to be executed this ___ day of June, 2006, and Citigroup Technology, Inc. has caused this instrument to be executed this ___ day of June, 2006.

EXHIBIT A

**Delaware County / Liberty Township Enterprise Zone-
Map & Description
Exhibit "A"**

**Delaware County, Ohio
February 13, 2006
Liberty Township, Delaware County, Ohio
Enterprise Zone 247C Expansion Area
Boundary Description**

Beginning at a point located at the northwest corner of Delaware County Tax Parcel Number 41944005007000 in Liberty Township, which is the Point of Beginning (POB) for the Community Reinvestment Area Expansion Area; then proceeding eastward along the north property line of said tax parcel number 41944005007000, a distance of approximately 1,178.60 feet to a point located at the north east corner of tax parcel number 41944005007000; then proceeding in a southerly direction along the eastern property line of tax parcel number 41944005007000 a distance of approximately 993.70 to a point located at the northwest corner of tax parcel number 41944005006000; then proceeding in an easterly direction, a distance of approximately 2,119.55 feet to a point on the eastern boundary line of Liberty Township / western boundary line of Berlin Township; then proceeding in a southerly direction along this shared township boundary line, a distance of approximately 2,118.15 feet to a point at the southeast corner of tax parcel number 41944005012000; then proceeding in a westerly direction along the southern boundary of The Park @ Greif, a distance of approximately 3,582.10 feet to a point located at the southwestern corner of tax parcel number 41944005007000; then proceeding northward along a line a distance of approximately 640 feet, then proceeding eastward along a line a distance of approximately 270 feet to a point along the western property line of tax parcel number 41944005007000; then proceeding northward a distance of approximately 1,846.55 feet along the western property line of tax parcel number 41944005007000 to the Point of Beginning (POB); encompassing an area of approximately 144.14 acres.

Exhibit B

**Citicorp North America, Inc. – Description of Project Site
Lot 3866, The Park at Greif, Liberty Township, Ohio
Delaware County Tax Parcel # 41944005007000**

EXHIBIT C

Citicorp North America, Inc. Application for Enterprise Zone Tax Incentives

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

RESOLUTION NO. 06-784

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IN THE MATTER OF AUTHORIZING THE EXECUTION OF A COMMUNITY REINVESTMENT AREA/ENTERPRISE ZONE SCHOOL COMPENSATION AGREEMENT WITH THE OLENTANGY LOCAL SCHOOL DISTRICT, DELAWARE AREA CAREER CENTER, AND CITICORP NORTH AMERICA, INC:

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

Whereas, the Ohio Community Reinvestment Area (CRA) Program, pursuant to ORC Section 3735.67 authorizes counties to grant real property tax exemptions on eligible new investments; and

Whereas, the Ohio Enterprise Zone Program, pursuant to ORC Sections 5709.61 through 5709.69 authorizes counties to grant real and/or personal property tax exemptions on eligible new investments; and

Whereas, the Board of Trustees of Liberty Township, Ohio, by Resolution Number 06-077 adopted on March 6, 2006 and the Board of County Commissioners, Delaware County, Ohio, by Resolution Number 06-315 adopted on March 9, 2006, designated an area in Liberty Township as a CRA; and

Whereas, the Board of Trustees, Liberty Township, Ohio, by Resolution Number 06-078, adopted on March 6, 2006, and Resolution Number 06-314, adopted by the Board of County Commissioners for Delaware County on March 9, 2006, expanded and re-certified Enterprise Zone 247C pursuant to Chapter 5709 of the ORC; and

WHEREAS, effective the 22nd day of March, 2006, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution Number 06-315 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said area as an expansion of CRA #04105788-01 under said Chapter 3735; and

WHEREAS, effective the 22nd day of March, 2006, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution Number 06-314 contains the characteristics set forth in Section 5709.61(A)(3) of the Ohio Revised Code and certified said area as an expansion of Enterprise Zone 247C under said Chapter 5709; and

Whereas, Delaware County jointly provided the Boards of Education of the Olentangy Local School District and the Delaware Area Career Center notice of the project prior to formal approval as required within ORC 5709.62(D) and 5709.83; and

Whereas, Delaware County, within Resolutions No. 06-438 & No. 06-439, adopted April 6, 2006, and Resolutions No. ___ & No. ___ adopted June 19, 2006 has acted to authorize the County to grant tax exemptions to Citicorp North America, Inc. through the CRA and Enterprise Zone programs; and

Whereas, Section 5 of the CRA Agreement and Section 8 of the Enterprise Zone Agreement relating to the aforementioned project requires compensation to the Olentangy Local School District and the Delaware Area Career Center for the sole benefit of educational initiatives.

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

Section 1. The Community Reinvestment Area / Enterprise Zone Compensation Agreement, substantially in the form attached hereto as Exhibit A and made a part hereof, is hereby approved and authorized with changes therein not inconsistent with this resolution and not substantially adverse to the County, and any two or more members of this Board are hereby authorized to execute the Community Reinvestment Area / Enterprise Zone Compensation Agreement and directed to take any further actions, and execute and deliver any further agreements, certificates or documents necessary to accomplish the granting of the related tax incentives provided further that the approval of changes thereto by those members that execute the Agreement, and their character as not being substantially adverse to the County, shall be evidenced conclusively by their execution thereof. This Agreement, shall only be executed simultaneously with the execution of the agreements for the related tax incentives.

Exhibit A

**COMMUNITY REINVESTMENT AREA / ENTERPRISE ZONE
CITICORP NORTH AMERICA, INC. SCHOOL COMPENSATION AGREEMENT**

Whereas, the Ohio Community Reinvestment Area (CRA) Program, pursuant to ORC Section 3735.67 authorizes counties to grant real property tax exemptions on eligible new investments; and

Whereas, the Ohio Enterprise Zone Program, pursuant to ORC Sections 5709.61 through 5709.69 authorizes counties to grant real and/or personal property tax exemptions on eligible new investments; and

Whereas, the Board of Trustees of Liberty Township, Ohio, by Resolution Number 06-077 adopted on March 6, 2006 and the Board of County Commissioners, Delaware County, Ohio, by Resolution Number 06-315 adopted on

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March 9, 2006, designated an area in Liberty Township as a CRA; and

Whereas, the Board of Trustees, Liberty Township, Ohio, by Resolution Number 06-078, adopted on March 6, 2006, and Resolution Number 06-314, adopted by the Board of County Commissioners for Delaware County on March 9, 2006, expanded and re-certified Enterprise Zone 247C pursuant to Chapter 5709 of the ORC; and

WHEREAS, effective the 22nd day of March, 2006, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution Number 06-315 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said area as an expansion of CRA #04105788-01 under said Chapter 3735; and

WHEREAS, effective the 22nd day of March, 2006, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution Number 06-314 contains the characteristics set forth in Section 5709.61(A)(3) of the Ohio Revised Code and certified said area as an expansion of Enterprise Zone 247C under said Chapter 5709; and

Whereas, Delaware County jointly provided the Boards of Education of the Olentangy Local School District and the Delaware Area Career Center notice of the project prior to formal approval as required within ORC 5709.62(D) and 5709.83; and

Whereas, Liberty Township, within Resolutions No. 06-104 & No. 06-105, adopted April 3, 2006, has acted to authorize the Township to grant tax exemptions to Citicorp North America, Inc. through the CRA and Enterprise Zone programs, and have requested that similar action be taken by the Delaware County Board of Commissioners; and

Whereas, Delaware County, within Resolutions No. 06-438 & No. 06-439, adopted April 6, 2006, and within Resolutions No. _____ and No. _____ adopted June 19, 2006, has acted to authorize the County to grant tax exemptions to Citicorp North America, Inc. through the CRA and Enterprise Zone programs; and

Whereas, Section 5 of the CRA Agreement and Section 8 of the Enterprise Zone Agreement relating to the aforementioned project requires compensation to the Olentangy Local School District and the Delaware Area Career Center for the sole benefit of educational initiatives.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and to compensate the Olentangy Local School District (OLSD) and Delaware Area Career Center (DACC) for tax revenues lost because of the tax exemption granted by Delaware County, the parties agree as follows:

Section 1. Citicorp North America, Inc. shall make payments as follows to Olentangy Local School District (OLSD) and the Delaware Area Career Center (DACC) in accordance with the terms and conditions set forth in Section 5 of the CRA Agreement and Section 8 of the EZ Agreement for the referenced project. This payment shall be made upon receipt of an invoice from Delaware County.

OLSD Compensation – 15 annual payments due on December 31 of each year with the first such payment due December 31, 2007 in the amount of \$453,000 each year. The payments shall total \$6,795,000 over 15 years.

DACC Compensation – 15 annual payments due on December 31 of each year with the first such payment due December 31, 2007 in the amount of \$5,000 each year. The payments shall total \$75,000 over 15 years.

Section 2. The cash payments made by Citicorp North America, Inc. to the OLSD and the DACC shall be used for educational initiatives for the sole benefit of the OLSD and DACC.

Section 3. OLSD and DACC agree to administer all moneys paid by Citicorp North America, Inc.

Section 4. Obligation to Make Payments. The obligation of the Citicorp North America, Inc. to make the annual payments to the OLSD and DACC pursuant to this Agreement is made for the benefit of these School Districts. If Citicorp North America, Inc. fails to make the Annual Payments to these School Districts in accordance with this Agreement, the School Districts agree that neither the Township nor the County shall be liable for any Annual Payments that Citicorp North America, Inc. is required to remit to the School Districts pursuant to this Agreement.

Section 5. This Agreement is enforceable only with active Enterprise Zone or Community Reinvestment Area Agreements and may be amended or modified by the parties, only in writing, signed by all parties to the agreement or by applicable law changes.

Section 6. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of

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every kind between the parties with respect to the subject matter of this agreement.

Section 7. All payments, certificates, reports, and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

Timothy Michael Boland, Director
Delaware County Economic Development
101 N. Sandusky Street
Delaware, Ohio 43015

Andy Kerr, Director
Facilities Development
Olentangy Local School District
814 Shanahan Road
Lewis Center, Ohio 43035

Patricia Foor, Superintendent
Delaware Area Career Center
4565 Columbus Pike
Delaware, Ohio 43015

Citicorp North America, Inc.
399 Park Avenue
New York, New York 10043

Any party may change its contact or mailing address for receiving notices and reports by giving written notice of such change to the other parties.

Section 8. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

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

RESOLUTION NO. 06-785

IN THE MATTER OF AWARDING THE BID TO MID-AMERICAN CLEANING CONTRACTORS FOR JANITORIAL SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County received bids for janitorial services for the Delaware County Offices at the Engineering Complex 50 Channing Street, the Wolf Building 149 N Sandusky Street, and the One Stop Shop 12 Troy Road on May 8, 2006. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Mid American Cleaning Contractors has been determined to be the lowest and best bid for janitorial services;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, accept and award the combination bid with the contractor providing supplies for all locations submitted by Mid-American Cleaning Contractors for janitorial services for Delaware County.

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

RESOLUTION NO. 06-786

IN THE MATTER OF APPROVING TRANSFER OF FUNDS TO RETURN A SHORT TERM ADVANCE FOR ADMINISTRATIVE SERVICES:

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

Transfer of Funds		
From	To	Amount
751110902-5850 Workers Comp/ST Advance	10011102-4650 Commissioners General/ST Advance	\$90,649.00

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

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RESOLUTION NO. 06-787

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

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 10:05AM.

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

RESOLUTION NO. 06-788

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Jordan to adjourn out of Executive Session at 10:48AM.

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

Letha George, Clerk to the Commissioners