

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 26, 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 County's FY 2006 CDBG Program Public Hearing # 2

PUBLIC COMMENT

RESOLUTION NO. 06-803

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 22, 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 22, 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. 06-804

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 06-23 .

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR 06-23 , and Purchase Orders and Vouchers as listed below:

| <u>Vendor</u>                   | <u>Description</u>              | <u>Account Number</u>        | <u>Amount</u> |
|---------------------------------|---------------------------------|------------------------------|---------------|
| <b>PO's</b>                     |                                 |                              |               |
| <b>Decreases</b>                |                                 |                              |               |
| Adriel School, Inc.             | Residential Treatment           | 22511607-5342                | \$ 30,000.00  |
| Tyevco Inc.                     | Formula 2005 Grant/Ashley Villa | 23011705-5365                | \$ 6,550.00   |
| <b>Add Line to PO</b>           |                                 |                              |               |
| Tyevco Inc.                     | Formula 2005 Grant/Ashley Villa | 23111709-5365                | \$ 8,160.00   |
| Waterworks                      | RLF 2004/Ashley Water & Sewer   | 23111709-5365                | \$ 77,070.00  |
| <b>Increases</b>                |                                 |                              |               |
| BP Products N. America          | Gas/County Vehicles             | 10011106-5228                | \$ 17,500.00  |
| Delaware Cab Co.                | Client Travel                   | 22411601-5355                | \$ 40,000.00  |
| Boys Village Inc.               | Residential Treatment           | 22511607-5342                | \$ 56,978.54  |
| Boys Village Inc.               | Residential Treatment           | 22511608-5342                | \$ 12,212.81  |
| Presbyterian Child Welfare      | Residential Treatment           | 22511607-5342                | \$ 7,000.00   |
| Tony & Tammy McWherter          | Board & Care                    | 22511607-5350                | \$ 8,711.00   |
| Adam & Angela Kemmerling        | Board & Care                    | 22511607-5350                | \$ 6,718.50   |
| Kokomo Academy                  | Residential Treatment           | 22511607-5342                | \$ 8,878.00   |
| <b>Vouchers</b>                 |                                 |                              |               |
| Emergitech                      | Quarterly Support Maintenance   | 21411306-5325                | \$ 10,256.49  |
| Waterworks                      | FY 2004/Ashley Water & Sewer    | 23011715-5365                | \$ 12,500.00  |
| Ben Bro Enterprises Inc.        | July Bldg & Land Rental         | 10011105-533533502           | \$ 14,625.00  |
| Securetech Systems              | Wireless Repeater Waved20       | 40111402-5410                | \$ 12,472.50  |
| <b>Memo Transfer Vouchers</b>   |                                 |                              |               |
| <b>From</b>                     | <b>To</b>                       |                              |               |
| Job and Family<br>22411601-5355 | D.A.T.A<br>72291901-4232        | Contracted<br>Transportation | \$ 6,835.10   |
| Job and Family<br>22511607-5355 | D.A.T.A<br>72291901-4232        | Contracted<br>Transportation | \$ 10.00      |

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

RESOLUTION NO. 06 -805

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Auditor's Office is requesting that Shoreh Elhami and Jinhu Ju attend an ESRI User Conference in San Diego, California August 7-11, 2006, at the cost of \$3,650.00

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The Auditor’s Office is requesting that Shoreh Elhami attend a URISA Conference in Vancouver September 25-30, 2006, at the cost of \$2,770.00

The Prosecutor’s Office is requesting that Chrystal Alexander attend a Legal Seminar; “Navigating Minefields” at Columbus, Ohio June 29, 2006, at the cost of \$35.00.

The EMS Department is requesting that Elissa Sessley attend a ETC-1 Certification Course in Delaware, Ohio August 1-3, 2006, at the cost of \$495.00.

The EMS Department is requesting that Amy Tormasi participate in an Online Recertification Course for EMD at the cost of \$45.00.

The EMS Department is requesting that Larry Fisher, Brian Galligher and Bob Lavender attend a 2006 LEPC Conference in Columbus, Ohio August 10, 2006.

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

**RESOLUTION NO. 06-806**

**IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM ANTONIOS PIZZERIA DUO LLC DBA ANTONIOS PIZZERIA AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Genoa Township Trustees that Antonios Pizzeria DUO LLC DBA Antonios Pizzeria has requested new D1 and D2 permits located at 7001 Sunbury Road Suites C & D Genoa Township Westerville, Ohio 43082, and

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

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

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

**RESOLUTION NO. 06-807**

**IN THE MATTER OF APPROVING A LIQUOR LICENSE TRANSFER REQUEST FROM KELLER NINE LTD TO BK KOOLER INC. DBA CHALET PIZZA AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Harlem Township Trustees that a liquor license transfer from Keller Nine LTD to BK Kooler Inc. DBA Chalet Pizza has been requested for the C1 and C2 permits located at 10708 Gorsuch Road Harlem Township Galena, Ohio 43021, and

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

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

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

**RESOLUTION NO. 06-808**

**IN THE MATTER OF WITHDRAWING THE REQUEST FOR A HEARING FOR A NEW LIQUOR LICENSE REQUEST FROM EURO SPIRITS LLC:**

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

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Whereas, the Ohio Division of Liquor Control notified both the Delaware County Board of Commissioners and the Genoa Township Trustees that Euro Spirits Llc had requested new C and C2 permits located at 7001-A Sunbury Road Genoa Township Westerville, Ohio 43082, and

Whereas, the Genoa Township Trustees and the Board of Delaware County Commissioners original requested a hearing with Resolution NO. 06- 209 and,

Whereas, the Genoa Township Trustees are withdrawing the request for a hearing, and

Whereas, the Commissioners' request for a hearing was based on the townships' request for a hearing.

Therefore Be it Resolved, The Clerk of the Board shall notify the Ohio Division of Liquor Control that the objection is withdrawn and no hearing is requested by this Board of County Commissioners for permit number 2579165.

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

**RESOLUTION NO. 06-809**

**IN THE MATTER OF DETERMINING SUFFICIENCY OF THE PETITION FOR ESTABLISHMENT OF THE SUNBURY MEADOWS COMMUNITY DEVELOPMENT AUTHORITY AS A NEW COMMUNITY AUTHORITY AND SETTING A DATE FOR PUBLIC HEARING UNDER CHAPTER 349 OF THE OHIO REVISED CODE:**

WHEREAS, pursuant to Chapter 349 of the Ohio Revised Code, a petition (the "Petition") for the establishment of the Sunbury Meadows Community Development Authority (the "Authority") to govern a proposed new community district (the "District") was filed by Dominion Homes, Inc. (the "Developer"), with the Board of County Commissioners of Delaware County on May 5, 2005; and

WHEREAS, the "organizational board of commissioners," as that term is defined in Section 349.01(F) of the Ohio Revised Code, for the proposed Authority is comprised solely of the Board of County Commissioners of Delaware County; and

WHEREAS, pursuant to Section 349.03(A) of the Ohio Revised Code, the Board of County Commissioners of Delaware County, as the organizational board of commissioners, upon the filing of the Petition must determine whether the Petition is sufficient and complies with the requirements of Section 349.03 of the Ohio Revised Code; and

WHEREAS, pursuant to Section 349.01(A) of the Ohio Revised Code, the Board of County Commissioners of Delaware County, as the organizational board of commissioners, upon the determination that a sufficient petition has been filed, must fix a time and place of a hearing on the Petition not less than ninety-five (95) days or more than one hundred fifteen (115) days from the date of the filing of the Petition, since the Council of the City of Delaware, the proximate city to the District, as defined in Section 349.01(M) of the Ohio Revised Code, has signed an approval certificate and passed a resolution approving the Petition; and

WHEREAS, pursuant to Section 349.03(A) of the Ohio Revised Code, the Clerk of the Board of Commissioners shall give notice of the public hearing on the Petition by publication once each week for three consecutive weeks in The Delaware Gazette;

Now, therefore, upon motion of Commissioner Evans, seconded by Commissioner Jordan,

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO, THAT:**

1. The Board finds and determines that the Petition filed by the Developer is sufficient and complies with the requirements as set forth Section 349.03(A) of the Revised Code.
2. A public hearing on the Petition shall be held on **Thursday, August 10, 2006, at 9:45 AM** at the offices of the Board, 101 North Sandusky Street, Delaware, Ohio.
3. The Clerk of this Board is directed to give notice of the public hearing on the Petition by publication once each week for three consecutive weeks in The Delaware Gazette.
4. The Clerk of this Board is directed to seek citizens to apply for the three appointed citizen member Authority Board of Trustees positions.
5. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of the Board and of any committees that resulted in those formal actions were in meetings open to

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the public in compliance with the law.

6. That this Resolution shall be in full force and effect immediately upon its adoption.

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

**RESOLUTION NO. 06-810**

**IN THE MATTER OF APPROVING PLATS FOR WILSHIRE SECTION 7 AND FENSTERMAKER SUBDIVISION AND DITCH MAINTENANCE PETITIONS FOR NORTHWEST STORAGE, WILSHIRE SECTION 7 AND CHESHIRE WOODS ESTATES SECTION 1:**

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

**Wilshire Section 7**

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, And In Farm Lot 4, Quarter Township 4, Township 3, Range 18, United States Military Lands, Containing 35.346 Acres Of Land, More Or Less, Said 35.346 Acres Being That Tract Of Land Conveyed To Centex Homes, By Deed Of Record In Official Record 619, Page 1627, Recorder’s Office, Delaware County, Ohio. Cost \$147.00.

**Fenstermaker Subdivision**

Situated In The Township Of Concord, County Of Delaware, State Of Ohio, Part Of Lot 2 In Section 1, T3n, R20w, U.S.M.L., And Being All Of Lots 722, 723 And 724 And The South 100 Feet Of Lot 725 Of Grandview Addition South (P.B., 4, Page 71), A 3.23 Acre Tract, A 0.4304 Acre Tract And A 0.146 Acre Tract Conveyed To Jon A. And Amy J. Fenstermaker, As Described In Official Record 0599, Page 0795, Recorder’s Office, Delaware County, Ohio Cost. \$9.00.

**Ditch Maintenance Petition- Northwest Storage**

We the undersigned owners of .5 acres in Concord Township, Delaware County, Ohio propose to create a *subdivision* known as **Northwest Storage** 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 **Northwest Storage Subdivision**.

The cost of the drainage improvements is \$ (available in the Engineer’s Office) 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. One lot 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, \$(available in the Engineer’s Office) per lot. An annual maintenance fee equal to 2% of this basis \$(available in the Engineer’s Office) 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 \$(available in the Engineer’s Office) has been paid to Delaware County.

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

**Ditch Maintenance Petition- Wilshire Section 7**

We the undersigned owners of 35.346 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Wilshire Section 7** 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

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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 **Wilshire Section 7** Subdivision.

The cost of the drainage improvements is \$225,536.00 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. 49 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, \$4,602.78 per lot. An annual maintenance fee equal to 2% of this basis \$92.06 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 \$4,510.72 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 Estates Section 1**

We the undersigned owners of 66.8 acres in Berkshire Township, Delaware County, Ohio propose to create a subdivision known as **Cheshire Woods Estates Section 1** 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 **Cheshire Woods Estates Section 1** Subdivision.

The cost of the drainage improvements is \$200,535.00 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. 23 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, \$8,718.91 per lot. An annual maintenance fee equal to 2% of this basis \$174.38 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 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. Ward                      Aye                      Mr. Jordan                      Aye                      Mr. Evans                      Aye

**RESOLUTION NO. 06-811**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR EAST POWELL ROAD BERM IMPROVEMENTS AT WALKER PARK AND SUMMERWOOD LAKES - 3B'S & K ROAD IMPROVEMENTS:**

**East Powell Road Berm Improvements At Walker Park**

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

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** made and entered into this 26<sup>th</sup> 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 **PREFERRED LIVING**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**EAST POWELL ROAD BERM IMPROVEMENTS AT WALKER PARK**" 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.

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3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **THIRTY-TWO THOUSAND 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 **TWO THOUSAND FIVE HUNDRED SIXTY 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.

**Summerwood Lakes – 3b's & K Road Improvements**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** made and entered into this 26<sup>th</sup> 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 **HOMEWOOD CORPORATION**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**SUMMERWOOD LAKES – 3B'S & K ROAD IMPROVEMENTS**" 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 NINE THOUSAND FOUR 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 **SEVENTEEN THOUSAND 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 **NOVEMBER 1, 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.

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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.

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

**RESOLUTION NO. 06-812**

**IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR WILSHIRE SECTION 7:**

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

**Wilshire Section 7**

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. We have, therefore, estimated the remaining construction costs to be **\$321,000** and a Bond in that amount is attached to cover the bonding of this project.

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

**RESOLUTION NO. 06 -813**

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

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

| Permit # | Applicant               | Location             | Type of Work     |
|----------|-------------------------|----------------------|------------------|
| U06077   | American Electric Power | Sawmill Parkway      | Set poles        |
| U06078   | Columbia Gas            | Presidential Parkway | Install gas main |

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

**RESOLUTION NO. 06- 814**

**IN THE MATTER OF AMENDING THE PARENTING AND MIDDLE SCHOOLER CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND SUCCESS TECHNOLOGIES:**

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

AMENDMENT TO SUCCESS TECHNOLOGIES CONTRACT  
AMENDMENT NO. 1

This amendment, effective May 26, 2006, is to amend the Parenting and Middle Schooler Contract between the Delaware County Department of Job and Family Services and Success Technologies entered into on the 1st day of February, 2006.

- I. Article 5. Financial Agreement: Changes the amount reimbursable under the contract from \$11,500.00 to \$20,493.00.

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

**RESOLUTION NO. 06-815**

**IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS PATRICIA JONES; JANET DANIEL; BOBI BATHO AND KIM SMITH:**

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

**BASIC RATES**

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

Hourly: Paid after 60 hours

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

Hourly Paid for .1 hour to 7.9 hours

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

Hourly: Paid after 50 hours

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

Hourly Paid for .1 hour to 7.9 hours

| Child Care Provider   | Infants  | Toddlers   | Preschool  | School   |
|---|--|--|--|--|
| Patricia Jones<br>332 Eastwood Ave.<br>Delaware, Ohio 43015 | \$99.06 Full<br>\$64.62 Part<br>\$ 3.82 Hourly   | \$93.39 Full<br>\$61.97 Part<br>\$ 3.66 Hourly   | \$89.09 Full<br>\$57.71 Part<br>\$ 3.47 Hourly   | \$78.72 Full<br>\$53.12 Part<br>\$ 2.53 Hourly   |
| Janet Daniel<br>76 Tabilor Loop<br>Delaware, Ohio 43015     | \$132.08 Full<br>\$ 86.16 Part<br>\$ 5.09 Hourly | \$124.52 Full<br>\$ 82.62 Part<br>\$ 4.88 Hourly | \$118.78 Full<br>\$ 76.94 Part<br>\$ 4.63 Hourly | \$104.96 Full<br>\$ 70.82 Part<br>\$ 3.37 Hourly |
| Bobi Batho<br>219 Benton Place<br>Marion, Ohio 43302        | \$114.00 Full<br>\$ 76.00 Part<br>\$ 2.75 Hourly | \$112.00 Full<br>\$ 75.00 Part<br>\$ 2.75 Hourly | \$ 98.00 Full<br>\$ 65.50 Part<br>\$ 2.50 Hourly | \$90.00 Full<br>\$60.00 Part<br>\$ 2.50 Hourly   |
| Kim Smith<br>P.O. Box 83<br>Fulton, Ohio 43321              | \$114.00 Full<br>\$ 76.00 Part<br>\$ 2.75 Hourly | \$112.00 Full<br>\$ 75.00 Part<br>\$ 2.95 Hourly | \$ 98.00 Full<br>\$ 65.50 Part<br>\$ 2.82 Hourly | \$90.00 Full<br>\$60.00 Part<br>\$ 2.69 Hourly   |

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

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

**RESOLUTION NO. 06-816**

**IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND NEW LEAF; BELMONT PINES HOSPITAL AND BOY'S VILLAGE FOR CHILD PLACEMENT SERVICES:**

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

| Child Placement Service  | Per diem cost and per diem reimbursement for the following categories  |
|--|--|
| New Leaf<br>221 Tarlton Road<br>Circleville, Ohio 43113                        | A. Maintenance<br>B. Administration<br>C. Case Management<br>D. Transportation<br>E. Other Direct Services (e.g., special diets, clothing, insurance, respite care)<br>F. Behavioral Healthcare<br>G. Other costs - (any other cost the Agency has agreed to participate in) |
| Belmont Pines Hospital<br>615 Churchill-Hubbard Road<br>Youngstown, Ohio 44505 | A. Maintenance<br>B. Administration<br>C. Case Management<br>D. Transportation<br>E. Other Direct Services (e.g., special diets, clothing, insurance, respite care)<br>F. Behavioral Healthcare<br>G. Other costs - (any other cost the Agency has agreed to participate in) |
| Boy's Village<br>P.O. Box 518  | A. Maintenance<br>B. Administration  |



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|                        |   |
|------------------------|---|
| Smithville, Ohio 44677 | C. Case Management<br>D. Transportation<br>E. Other Direct Services (e.g., special diets, clothing, insurance, respite care)<br>F. Behavioral Healthcare<br>G. Other costs - (any other cost the Agency has agreed to participate in) |
|------------------------|---|

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

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

|               |               |              |        |
|---------------|---------------|--------------|--------|
| Boy's Village | 22511607-5342 | \$225,000.00 |        |
| Boy's Village | 22511608-5342 | \$ 75,000.00 | line 2 |
| New Leaf      | 22511607-5342 | \$ 1,000.00  |        |
| Belmont Pines | 22511607-5342 | \$ 1,000.00  |        |

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

**RESOLUTION NO. 06- 817**

**IN THE MATTER OF AMENDING THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND THE DELAWARE AREA CAREER CENTER ABLE:**

It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the following:

AMENDMENT TO DELAWARE AREA CAREER CENTER ABLE CONTRACT  
AMENDMENT NO. 2

This amendment, effective July 1, 2006, is to amend the Purchase of Service Contract between the Delaware County Department of Job and Family Services and Delaware Area Career center ABLE entered into on the 1st day of July, 2005.

This agreement shall amend:

- I. Article C. Time period for this contract is from July 1, 2005 through June 30, 2007.
- Article B. Expenditures of this contract not to exceed \$119,000.00.

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

**RESOLUTION NO. 06- 818**

**IN THE MATTER OF AMENDING A CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND HELPLINE:**

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

AMENDMENT TO HELPLINE CONTRACT  
AMENDMENT NO. 1

This amendment, effective July 1, 2006, is to amend the Purchase of Service Contract between the Delaware County Department of Job and Family Services and Helpline entered into on the 1st day of January, 2006.

This agreement shall amend:

- I. Article III B. MAXIMUM COMPENSATION (1) The maximum amount of \$35,000.00 or (2) the amount of cash expenditures made by the Contractor for purposes of carrying out the services stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$35,000.00.
- II. Article V. TIME OF PERFORMANCE The services of Helpline are to commence January 1, 2006 and all costs allowable under the contract shall be incurred no later than, June 30, 2007.
- III.

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

**RESOLUTION NO. 06- 819**

**IN THE MATTER OF AMENDING A CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT**

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**OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND THE DELAWARE AREA CAREER CENTER:**

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

AMENDMENT TO DELAWARE AREA CAREER CENTER CONTRACT  
AMENDMENT NO. 1

This amendment, effective July 1, 2006, is to amend the Purchase of Service Contract between the Delaware County Department of Job and Family Services and Delaware Area Career Center entered into on the 1st day of June, 2005.

This agreement shall amend:

- I. Paragraph 2. AGREEMENT PERIOD: This contract will be effective from June 1, 2005 through June 30, 2007 inclusive unless otherwise terminated.
- II. Paragraph 5. FINANCIAL AGREEMENT: Additional support to be billed at \$85.00 per hour through June 30, 2007 not to exceed \$2,900.00. Said payments under this contract shall not exceed \$12,900.00.

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

**RESOLUTION NO. 06-820**

**IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS AND GRANT PAYMENT FOR JOB AND FAMILY SERVICES:**

It was moved by , seconded by to approve the following:

**Transfer of Appropriation**

|                                 |                              |           |
|---------------------------------|------------------------------|-----------|
| <b>From</b>                     | <b>To</b>                    |           |
| 10011102-5801                   | 10011102-5601                | 60,000.00 |
| Commissioners General/Transfers | Commissioners General/Grants |           |

**Payment of Grant Funds**

|                              |  |           |
|------------------------------|--|-----------|
| <b>From</b>                  | <b>To</b>  |           |
| 10011102-5601                | 70161602-4560                                      | 50,000.00 |
| Commissioners General/Grants | Family & Children-Service Coordination/Transfer In |           |

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

**RESOLUTION NO. 06-821**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR MANSARD ESTATES SECTIONS 1 AND 2; GOLF VILLAGE NORTH AND NORTHSTAR WATER RECLAMATION FACILITY AND SITE PLAN:**

It was moved by Mr. Evans , seconded by Mr. Jordan to approve sanitary sewer plans for Mansard Estates Sections 1 and 2; Golf Village North and Northstar Water Reclamation Facility and Site Plan for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 06-822**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND BARBARA CROOK FOR USE OF LAND FOR THE APPLICATION OF BIOSOLIDS:**

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

CONTRACT FOR USE OF LAND  
BETWEEN DELAWARE COUNTY AND  
LANDOWNER NAME: Barbara Crook  
ADDRESS: 6450 Moore Road, Delaware, OH 43015  
(740) 524-4282

This contract is for the use of 90 acres of agricultural land owned by Barbara Crook, located near 8079 Hinton Mill Rd. Mill Creek Twp., Union County, OH for the application of biosolids by Delaware County or contractor.

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This contract is for the use of ninety acres (90) at the rate of one hundred twenty five dollars (\$125.00) per acre, for a total contract price of eleven thousand two hundred fifty dollars (\$11,250.00).

This contract is limited and the parties are bound by the following conditions:

**CONDITIONS**

1. The period of use: beginning on or about July 5, 2006 (after the winter wheat harvest) and ending on February 1, 2007.
2. The biosolids shall be applied by injection into the soil or surface application, at the discretion of Barbara Crook to agricultural land near 8079 Hinton Mill Road, Mill Creek Township, Union County.
3. The field(s) described in Condition 2 will not be used if soil conditions, due to moisture will be adversely affected by the field vehicles. This determination shall be made by Delaware County and owner/farm operator.
4. Any change in the total number of acres used by Delaware County either at the behest of the owner or by Delaware County, either as a result of Condition 3 or any other reason, shall result in the contract price being renegotiated.
5. Payment to the Owner will be made within thirty days (30) of the beginning of the period stated in Condition 1.
6. This contract constitutes the entire agreement between the parties relating to the use of the Owner's land and supersedes all other prior or concurrent, oral or, written agreements or understandings relating to the use of the owner's land.
7. The landowner shall defend, indemnify and hold Delaware County, after the start date of the period described in condition 1, and its agents and employees, harmless from and against any and all loss or liability sustained, in respect of any and all losses, suits, proceedings, demands, judgments, damages, expenses and costs (including reasonable attorney's fees and litigation expenses) (collectively 'Damages'), which it may suffer or incur by reason of (a) the breach of any of the representations and warranties of Landowner contained in this Contract; and (b) the breach of any agreements made by him in this Contract; and (c) the County's performance of any of its obligations under this Contract.
8. The Landowner shall maintain a soil pH equal to or greater than 5.5 SU.
9. The Landowner shall control weeds by chemical treatment, mowing, and/or working the soil.

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

**RESOLUTION NO. 06-823**

**9:30 AM - IN THE MATTER OF PUBLIC HEARING # 2 FOR FY'06 CDBG FORMULA PROGRAM:**

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

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

**RESOLUTION NO. 06-824**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 FOR FY'06 CDBG FORMULA PROGRAM:**

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

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

**PRESENTATION OHIO REGIONAL DEVELOPMENT CORPORATION FAIR HOUSING FY05**

**RESOLUTION NO. 06-825**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND GEORGE THOMAS FOR USE OF LAND FOR THE APPLICATION OF BIOSOLIDS:**

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

CONTRACT FOR USE OF LAND  
BETWEEN DELAWARE COUNTY AND  
LANDOWNER NAME: George Thomas  
ADDRESS: 5878 Hedley Road, Radnor, OH 43066  
(740) 595-3385

This contract is for the use of 50 Acres of agricultural land owned by George Thomas, located at Price and Hedley Rd., Radnor Twp., Delaware County, OH for the application of biosolids by Delaware County or contractor.

This contract is for the use of fifty acres (50) at the rate of one hundred twenty five dollars (\$125.00) per acre, for a total contract price of six thousand two hundred fifty dollars (\$6,250.00).

This contract is limited and the parties are bound by the following conditions:

**CONDITIONS**

1. The period of use: beginning on or about July 5, 2006 (after the winter wheat harvest) and ending on February 1, 2007.
2. The biosolids shall be applied by injection into the soil or surface application, at the discretion of George Thomas to agricultural land Price and Hedley Road, Radnor Township, Delaware County
3. The field(s) described in Condition 2 will not be used if soil conditions, due to moisture will be adversely affected by the field vehicles. This determination shall be made by Delaware County and owner/farm operator.
4. Any change in the total number of acres used by Delaware County either at the behest of the owner or by Delaware County, either as a result of Condition 3 or any other reason, shall result in the contract price being renegotiated.
5. Payment to the Owner will be made within thirty days (30) of the beginning of the period stated in Condition 1.
6. This contract constitutes the entire agreement between the parties relating to the use of the Owner's land and supersedes all other prior or concurrent, oral or, written agreements or understandings relating to the use of the owner's land.
7. The landowner shall defend, indemnify and hold Delaware County, after the start date of the period described in condition 1, and its agents and employees, harmless from and against any and all loss or liability sustained, in respect of any and all losses, suits, proceedings, demands, judgments, damages, expenses and costs (including reasonable attorney's fees and litigation expenses) (collectively 'Damages'), which it may suffer or incur by reason of (a) the breach of any of the representations and warranties of Landowner contained in this Contract; and (b) the breach of any agreements made by him in this Contract; and (c) the County's performance of any of its obligations under this Contract.
8. The landowner shall maintain a soil pH equal to or greater than 5.5 SU.
9. The landowner shall control weeds by chemical treatment, mowing, and/or working the soil.

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

**RESOLUTION NO. 06-826**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND ED WELLS FOR USE OF LAND FOR THE APPLICATION OF BIOSOLIDS:**

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

CONTRACT FOR USE OF LAND  
BETWEEN DELAWARE COUNTY AND  
LANDOWNER NAME: Ed Wells  
ADDRESS: 4330 Leonardsburg Road, Delaware, OH 43015  
(740) 524-4282

This contract is for the use of 50 acres of agricultural land owned by Don Potter; farmed by Ed Wells, for the application of biosolids by Delaware County or contractor.

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This contract is for the use of fifty acres (50) at the rate of one hundred twenty five dollars (\$125.00) per acre, for a total contract price of six thousand two hundred fifty dollars (\$6,250.00).

This contract is limited and the parties are bound by the following conditions:

CONDITIONS

1. The period of use: beginning on or about July 5, 2006 (after the winter wheat harvest) and ending on April 1, 2007.
2. The biosolids shall be applied by injection into the soil or surface application, at the discretion of Ed Wells to all or part of parcel No. 61830006027000 which lie at the NE intersection of US42 & Leonardsburg Road, Brown Township, Delaware County
3. The field(s) described in Condition 2 will not be used if soil conditions, due to moisture will be adversely affected by the field vehicles. This determination shall be made by Delaware County and owner/farm operator.
4. Any change in the total number of acres used by Delaware County either at the behest of the owner or by Delaware County, either as a result of Condition 3 or any other reason, shall result in the contract price being renegotiated.
5. Payment to the Owner will be made within thirty days (30) of the beginning of the period stated in Condition 1.
6. This contract constitutes the entire agreement between the parties relating to the use of the Owner's land and supersedes all other prior or concurrent, oral or, written agreements or understandings relating to the use of the owner's land.
7. The landowner shall defend, indemnify and hold Delaware County, after the start date of the period described in condition 1, and its agents and employees, harmless from and against any and all loss or liability sustained, in respect of any and all losses, suits, proceedings, demands, judgments, damages, expenses and costs (including reasonable attorney's fees and litigation expenses) (collectively 'Damages'), which it may suffer or incur by reason of (a) the breach of any of the representations and warranties of Landowner contained in this Contract; and (b) the breach of any agreements made by him in this Contract; and (c) the County's performance of any of its obligations under this Contract.
8. The farm operator shall maintain a soil pH equal to or greater than 5.5 SU.
9. The farm operator shall control weeds by chemical treatment, mowing, and/or working the soil.

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

**RESOLUTION NO. 06-827**

**RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILE FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:**

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

WHEREAS;            the Board of County Commissioners of Delaware County, Ohio are required by Ohio Revised Code §307.41, to find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS;            the Board of County Commissioners of Delaware, County, Ohio has before it a request from the Sanitary Engineer to expend county monies for the purchase of a new 4-wheel drive Ford Pickup Truck; and

WHEREAS;            the Board of County Commissioners have legally appropriated monies from the proper fund for the acquisition of vehicles

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1.            That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase a new 4-wheel drive Ford Pickup Truck for use by the Sanitary Engineer

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Section 2. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the number of motor vehicles required is one for replacement of a current vehicle.

Section 3. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the make and model of such vehicles is Ford, Model F-150 and that the estimated cost of said purchase or lease will be \$16,197.10.

Section 4. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the purchase or lease of said vehicle(s) will be in conformity with the public bidding requirements of Ohio Revised Code §§307.86 through 307.92.

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

| <b>Supplemental Appropriations</b>                        | <b>Amount</b>  |
|---|--|
| 65111904-5450 Sanitary Engineer Admin./Machinery & Equip. | \$16,500.00  |
| Vote on Motion  | Mr. Ward      Aye      Mr. Jordan      Aye      Mr. Evans      Aye |

**RESOLUTION NO. 06-828**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND RICHARD C. WINGS FOR A CONSERVATION EASEMENT:**

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

**AGREEMENT**

THIS AGREEMENT made at Delaware, Ohio, this 26<sup>th</sup> day of June, 2006, by and between Richard C. Wings, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for a Conservation Easement across the real estate described on attached Plat. Exhibit A. (available in the Sanitary Engineer Department)

The purchase price of said Easement is Twelve Thousand Dollars \$12,000.00 to be paid upon the execution of the Deed of Easement.

This transaction is to be closed at the SELLERS convenience, on or before June 30, 2006 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate.

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

**RESOLUTION NO. 06-829**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND M/I HOMES OF CENTRAL OHIO FOR A RIGHT OF ENTRY AGREEMENT FOR MCCAMMON ESTATES:**

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

**RIGHT OF ENTRY AGREEMENT**

THIS RIGHT OF ENTRY AGREEMENT (the "Agreement"), dated to be effective June 26, 2006, is made by and between M/I HOMES OF CENTRAL OHIO, LLC, an Ohio limited liability company ("M/I"), and Delaware County Board of Commissioners (the "Property Owner").

Recitals

WHEREAS, M/I owns the real property commonly known as McCammon Estates;

WHEREAS, M/I and Property Owner, in order to provide for buffer area, have agreed that the Property Owner shall grant certain rights to M/I (the "Right of Entry");

WHEREAS, M/I and the Property Owner wish to memorialize their respective duties, obligations, and responsibilities with respect to the use of the Delaware County Board of Commissioners Property (the "Property"); and

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WHEREAS, in connection with M/I's use of the Property, M/I's agents, employees, independent contractors, or other persons (the "Third Parties") will be entering upon the Property;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, M/I and the Property Owner hereby agree as follows:

Section 1. Grant and Scope of License. The Property Owner hereby grants to M/I a non-transferable license to use the Property for purposes of ingress and egress for time period of four months to complete onsite construction of mound and fence more fully described in Exhibit A (the "License"). Said License shall extend to Third Parties who are duly authorized by M/I to carry out any of the foregoing activities on behalf of M/I.

Section 2. Liability and Indemnity. M/I agrees to defend indemnify and hold Property Owner and each of its past, present and future, directors, officers, members, agents, employees, representatives, and assigns harmless from any and all losses, claims, damages arising out of the use of the Property by M/I and the Third Parties.

Section 3. M/I's Interest. M/I acknowledges that M/I has no interest, and that this Agreement does not confer upon M/I any interest in the Property. This Agreement and the rights granted to M/I hereunder shall not restrict, prohibit or impair the Property Owner's use of the Property or the conduct of the Property Owner's business thereon; provided, however, that the Property Owner shall not unreasonably interfere with the License.

Section 4. No Assignment. Except as specifically set forth in Section 1, above, all rights granted to M/I hereunder are personal to M/I and M/I shall not sell, assign, encumber, mortgage, sublicense, or transfer the License and/or this Agreement.

Section 5. Miscellaneous. M/I hereby warrants, represents and agrees that it has the full authority to enter into this Agreement and that the person executing this Agreement on behalf of M/I has the requisite authority to so act. This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior understandings or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

Section 6. Insurance. M/I shall maintain commercial general liability insurance with a limit of not less than \$3,000,000 each occurrence. The Property Owner, its elected officials and employees, shall be named as additional insured with respect to all activities under Agreement. M/I shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles. M/I shall maintain workers' compensation coverage as required by Ohio law. Prior to the commencement of any work under this Agreement, M/I shall furnish the Property Owner with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall not be cancelled without 30 days prior written notice to the Property Owner. M/I will replace certificates for any insurance expiring prior to completion of work under this Agreement.

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

**RESOLUTION NO. 06-830**

**IN THE MATTER OF ADOPTING AMENDMENTS TO THE BUILDING CODE OF DELAWARE COUNTY, ADOPTING THE 2006 RESIDENTIAL CODE OF OHIO AND ADOPTING MODIFICATIONS TO THE RESIDENTIAL FEE SCHEDULE:**

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

WHEREAS, the Building Code of Delaware County was originally adopted in October, 1964 and most recently amended in February, 2005; and

WHEREAS, by virtue of Ohio Revised Code 307.37 and 3781.10, the Board of Commissioners is authorized and empowered to adopt regulations pertaining to the erection, construction, repair, alteration and maintenance of all buildings within the unincorporated portion of the County and any other jurisdiction under contract with the County; and

WHEREAS, this Board has determined to adopt such regulations;

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO:

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1. That The Building Code of Delaware County, May 26, 2006, final draft copy is adopted to replace The Building Code of Delaware County, October 15, 1996, edition.
2. That the 2006 Residential Code of Ohio is adopted to replace the 1995 C.A.B.O. One and Two Family Dwelling Code as the primary standard for one, two and three family dwellings, residential accessory buildings, residential swimming pools, residential additions and residential alterations.
3. That the residential fee schedule be amended to include a one percent residential assessment fee. The one percent assessment shall be applied to all residential plan review, permit and inspection fees.
4. That this Resolution shall become effective on July 27, 2006.

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

**RESOLUTION NO. 06-831**

**IN THE MATTER OF APPROVING AN APPLICATION FOR A VICTIM AWARENESS GRANT FOR JUVENILE COURT:**

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

**Title:**                    Victim Awareness  
**Source:**                **DMMHRSB** (Delaware Morrow Mental Health and Recovery Services Board, Mental Health and Recovery Community Education and Prevention Grant)  
**Grant Period:**        July 1, 2006 to June 30, 2007

Grant Request Amount:    \$3,500.00  
 Match:                        \$    0.00  
 Total Grant Amount:       \$3,500.00

This grant will provide funding for the implementation of a Victim Awareness Program if awarded. The curriculum to be used was designed by The Office of Victim Services of the Ohio Department of Youth Services to enable offenders to understand the impact of their criminal activity upon their victims and community. These funds will provide for a program facilitator, guest speakers, and necessary materials and printing. No matching funds are required. The individual to be paid from this grant will be made aware that their position is grant funded and contingent on continued funding.

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

**RESOLUTION NO. 06-832**

**IN THE MATTER OF APPROVING AN APPLICATION FOR A POSITIVE ACTIVITIES FOR YOUTH GRANT FOR JUVENILE COURT:**

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

**Title:**                    **Positive Activities for Youth (PAY)**  
**Source:**                **DMMHRSB** (Delaware Morrow Mental Health and Recovery Services Board, Mental Health and Recovery Community Education and Prevention Grant)  
**Grant Period:**        July 1, 2006 to June 30, 2007

Grant Request Amount:    \$3,500.00  
 Match:                        \$    0.00  
 Total Grant Amount:       \$3,500.00

This grant will provide a much needed funding source for the PAY program. This program subsidizes various positive activities for juveniles to participate in as an alternative to violence, substance use, and other delinquent acts. No matching funds are required. No staff members are paid from this grant.

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

**RESOLUTION NO. 06-833**

**A RESOLUTION AUTHORIZING EXECUTION OF AN ENTERPRISE ZONE AGREEMENT WITH EDUCATION SALES MANAGEMENT (ESM) FOR THE ESM CALL CENTER PROJECT:**

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

WHEREAS, Delaware County has, via Resolution Number 93-317, designated an area in Orange Township as a



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Rural Jobs and Enterprise Zone and has encouraged the development of real property and the investment in personal property therein; and

WHEREAS, the purpose of the Delaware County Enterprise Zone in Orange 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 Director of Development of the State of Ohio has certified said area in Delaware County as a Rural Jobs and Enterprise Zone, effective the 21<sup>st</sup> of May, 1993; and

WHEREAS, Education Sales Management, (hereafter referred to as "ESM"), has applied for incentives for a proposed expansion project in said Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the duly appointed Enterprise Zone Negotiating Committee has met with representatives of ESM to negotiate an Enterprise Zone Agreement, has reviewed and recommends approval of the proposed Enterprise Zone application submitted by ESM, with ESM being an enterprise which desires to expand, invest, and create employment opportunities within said Enterprise Zone, and has determined that this enterprise meets the Enterprise Zone Guidelines adopted by the Delaware County Board of Commissioners by Resolution Number 93-317 on May 17, 1993, and by Enterprise Zone Guidelines adopted by Orange Township by Resolution Number 114-93 on May 10, 1993; and

WHEREAS, the Orange Township Board of Trustees 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.

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

SECTION 1. The Board of County Commissioners recognizes that the Negotiating Committee for the Orange Township Enterprise Zone has investigated the application submitted by ESM and determined that ESM is qualified to create job opportunities in said Zone.

SECTION 2. That the Enterprise Zone Application submitted by ESM on May 16, 2006, as subsequently modified by the Agreement noted in SECTION 3 below is hereby approved.

SECTION 3. The Board of County Commissioners hereby authorizes participating in the execution of an Enterprise Zone Agreement for the ESM Call Center Project. Said Enterprise Zone Agreement, in a form presently on file with the Clerk of the Board, providing for, among other things, tax exemptions including but not limited to the 10 year, 60% real property exemption on new real property improvements; and 3 year, 60% property tax exemption on tangible personal property investment provided therein to facilitate the ESM Call Center Project, is hereby approved and authorized with changes therein not inconsistent with this resolution and not substantially adverse to this County, and which shall be approved by the County Administrator. The County Administrator, for and in the name of this County, is hereby authorized to execute an Enterprise Zone Agreement with ESM, provided further that the approval of changes thereto by that official, and their character as not being substantially adverse to the County, shall be evidenced conclusively by the execution thereof. The Board further hereby authorizes and directs the Commissioners, the County Administrator, the County Auditor, or other appropriate officers of the County, to make such arrangement as are necessary and proper for the implementation of said Agreement.

SECTION 4. The Delaware County Economic Development Director is directed to formally notify the Olentangy Local School District and Delaware Area Career Center (Joint Vocational School) of this action, and to submit copies of the Agreement after it is executed to the Ohio Departments of Development and Taxation.

SECTION 5. 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 6. That this Resolution shall take effect and be in force immediately after its passage.

**Exhibit A**

**ENTERPRISE ZONE AGREEMENT**

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This Agreement made and entered into by and between **Education Sales Management**, with its main offices located at 8740 Lucent Blvd., Highlands Ranch, Colorado, 80129, (hereinafter referred to as the "ESM"), 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 the **Board of Township Trustees of Orange Township, Delaware County, Ohio** (hereinafter referred to as "Township") with its main offices located at 1680 E. Orange Road, Lewis Center, Ohio 43035.

WITNESSETH;

WHEREAS, Township and 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

WHEREAS, ESM is desirous of expanding its business call center operations by leasing approximately 7,000 square feet – 15,000 square feet in an existing facility located at 8337 Green Meadows Drive, Lewis Center, Orange Township, Ohio on Delaware County tax parcel number 31831304007000, hereinafter be referred to as the "PROJECT site". The facility is owned by Sarcom Properties, Inc. The facility shall be used for ESM's call center activities. In addition, ESM desires to create new jobs and payroll, and investment in new machinery and equipment, and improvements to the existing facility at 8337 Green Meadows Drive, and the improvements to be invested in at the PROJECT site shall constitute the "PROJECT". The PROJECT site shall be leased by ESM on land described in **EXHIBIT B**, attached hereto and made a part hereof, and is within the boundaries of the aforementioned Enterprise Zone. ESM 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 Township, by Resolution Number 114-93, adopted on May 10, 1993, and Resolution Number 93-317, adopted by the County on May 17, 1993, designated the area as an Enterprise Zone pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective the 21<sup>st</sup> day of May, 1993, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution Number 93-317 contains the characteristics set forth in Section 5709.61(A) of the Ohio Revised Code and certified said area as Enterprise Zone 247C under said Chapter 5709; and

WHEREAS, the County and the Township have determined that ESM satisfies 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 ESM with incentives available for the development of the PROJECT in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, ESM 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, ESM 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 / Orange Township Enterprise Zone has investigated the application of ESM and has recommended the same to the Board of Trustees of Orange Township and the Delaware County Board of Commissioners on the basis that ESM 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 ESM 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. ESM shall lease approximately 7,000 – 15,000 square feet in an existing facility located at 8337 Green Meadows Drive, Lewis Center, Orange Township, Ohio on Delaware County tax parcel number 31831304007000, and be used for call center operations on land described in **EXHIBIT B**. The cost of the real property building improvements associated with the proposed call center is estimated to be \$115,000. ESM shall also invest an estimated \$450,000 in new machinery and equipment and an estimated \$50,000 in new furniture and fixtures to be used to support the new call center in the existing facility at the PROJECT site. The total investment in real property improvements for the PROJECT is estimated to be \$115,000.

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ESM shall lease and occupy a portion of the existing facility that constitutes the PROJECT site and shall remain in operation at said PROJECT site for the entire term of this Agreement, which shall end on **December 31, 2019**.

In addition, ESM shall purchase new machinery and equipment, with this investment estimated to be \$450,000, and purchase new furniture and fixtures, with this investment estimated to be \$50,000. The total investment in personal property machinery and equipment and furniture and fixtures for the PROJECT is estimated to be \$500,000.

The PROJECT will involve an estimated total investment by ESM of \$615,000 (Six Hundred Fifteen Thousand Dollars) **plus or minus ten percent**, at the PROJECT site in Orange Township. Included in this estimated total investment are: \$115,000 (One Hundred Fifteen Thousand Dollars) for **real property improvements** to the existing facility, in order to accommodate a call center facility at the PROJECT site located at 8337 Green Meadows Drive, Lewis Center, Orange Township, Ohio on Delaware County tax parcel number 31831304007000; \$450,000 (Four Hundred Fifty Thousand Dollars) for **new machinery & equipment**, \$50,000 (Fifty Thousand 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 1, 2006 and all building improvements shall be completed by December 31, 2006 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 locating of a call center in a vacant portion of an existing facility located at 8337 Green Meadows Drive, Lewis Center, Orange Township, Ohio on Delaware County tax parcel number 31831304007000 via improvements to the existing facility for call center purposes, and the purchase of new machinery & equipment and furniture and fixtures.

2. ESM shall create within a time period not exceeding 36 months after occupancy (estimated to be no later than December 31, 2006) of the aforesaid facility, the equivalent of 100 new full-time permanent job opportunities, 50 new part-time permanent job opportunities, 0 full-time temporary job opportunities, and 0 part-time temporary job opportunities, for a total of 125 full-time equivalent (FTE) job opportunities to be created by the PROJECT. In addition, the ESM 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.

ESM's 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, 25 full-time permanent jobs, 10 part-time permanent jobs and 0 temporary jobs created in **Year One - 2006**; 50 full-time permanent jobs, 25 part-time permanent jobs and 0 temporary jobs created by the end of **Year Two - 2007**; 25 full-time permanent jobs, 15 part-time permanent jobs and 0 temporary jobs created by the end of **Year Three - 2008**. 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, 2008.

As of June 1, 2006 ESM 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 June 1, 2006, ESM had a total of 0 full-time permanent employee, 0 part-time permanent employees, 0 full-time temporary employees, and 0 part-time temporary employees for a total of 0 employees (0FTE) in the State of Ohio.

**The PROJECT shall result in a total of at least 100 full-time permanent positions and 50 part-time permanent positions in place at the PROJECT site and 0 FTE positions retained at the PROJECT site, for a total of 125 FTE positions at the PROJECT site as of December 31, 2008.**

It is expected that this increase via the full implementation of the PROJECT will result in additional annual payroll for ESM of approximately \$4,160,000 (Four Million One Hundred Sixty Thousand Dollars) for full-time permanent employees, approximately \$1,040,000 (One Million Forty Thousand Dollars) for part-time permanent employees, and \$0.00 (Zero Dollars) for temporary employees, for a total of \$5,200,000 (Five Million Two Hundred Thousand Dollars) of additional annual payroll for ESM 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 ESM at the PROJECT site.

3. ESM 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. ESM 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 ESM demonstrating a best faith effort to meet the Plan's goals. The Plan shall include the following criteria:

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- a. ESM 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
  - 4. A recipient of public assistance, general relief, or unemployment assistance.

Upon request, ESM 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, ESM agrees to undertake the following tasks during the term of this Agreement:

- a. ESM shall maintain a membership in a Chamber of Commerce of their choice as long as said Chamber is headquartered in Delaware County.
  - b. ESM 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 ESM and the DACC.
  - c. ESM 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 ESM, and ongoing support for the program to ESM from the WIA subcommittee.
4. The County hereby grants ESM a **60%** 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 these real property improvements. The tax exemption amount shall be as follows:

| <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%                      |

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

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

- 5. The County hereby grants EMS a **60%** tax exemption pursuant to Section 5709.63 of the Ohio Revised Code for investment in new personal property machinery and equipment at the PROJECT site as part of this PROJECT pursuant to Section 5709.63 of the Ohio Revised Code. Said exemption shall be based on the assessed value of the tangible personal property exempted from taxation. The tax exemption amount

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shall be as follows:

| <u>Year</u> | <u>Exemption Percent</u> |
|-------------|--------------------------|
| 1           | 60%                      |
| 2           | 60%                      |
| 3           | 60%                      |

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

Each identified PROJECT investment will receive a maximum of a 3-year exemption period, subject to the pending expiration of State of Ohio tangible personal property taxation. 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, 2009 nor extend beyond December 31, 2009. The COMPANIES shall occupy and remain in operation at the PROJECT site at least until December 31, 2019.

- 6. The County hereby grants EMS a **60%** tax exemption pursuant to Section 5709.63 of the Ohio Revised Code for investment in new 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. Said exemption shall be based on the assessed value of the tangible personal property exempted from taxation. The tax exemption amount shall be as follows:

| <u>Year</u> | <u>Exemption Percent</u> |
|-------------|--------------------------|
| 1           | 60%                      |
| 2           | 60%                      |
| 3           | 60%                      |

**If investment in new personal property furniture and fixtures falls below 90% of the target level, Township and County reserve the right to modify or terminate this Agreement.**

Each identified PROJECT investment will receive a maximum of a 3-year exemption period, subject to the pending expiration of State of Ohio tangible personal property taxation. 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, 2009 nor extend beyond December 31, 2009. ESM shall occupy and remain in operation at the PROJECT site at least until December 31, 2019.

- 7. The minimum investment for tangible personal property to qualify for an exemption under this Agreement is ~~\$405,000~~ to purchase machinery and equipment first used in business at the PROJECT site as a result of the PROJECT, ~~\$45,000~~ 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 ~~\$495,000~~ to purchase machinery and equipment first used in business at the PROJECT site as a result of the PROJECT, ~~\$55,000~~ 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, 2009 nor extend beyond the tax return year ending December 31, 2019.
- 8. As a condition of this Agreement and pursuant to Section 5709.82 (C) (2) & (D) of the Ohio Revised Code as applicable, County shall make lump-sum payments from the Delaware County Development Fund 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 lump-sum payment from County to OLSD shall be ~~\$5,363.50~~. The lump-sum payment to DACC shall be ~~\$286.48~~.

The payments shall be for the benefit of educational initiatives on behalf of the Olentangy Local School District and the Delaware Area Career Center. The lump-sum payments to OLSD and DACC shall be due by December 31, 2006.

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

- 9. The annual fee of **Five Hundred Dollars (\$500.00)** for each year that this Agreement is in effect and tax exemptions are granted **shall be waived** for the PROJECT. No such fee shall be made payable to Delaware County once per year for the term of this agreement. Typically, this fee shall be paid by check made out to

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Delaware County and shall be submitted to the County Commissioners Office. This fee is then 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, ESM 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 ESM annually. Copies of these tax forms shall also be provided by ESM annually to the applicable Tax Incentive Review Council. In addition, ESM may file additional and supplementary documentation, which might be helpful in demonstrating their compliance with the terms of this Agreement.
11. ESM 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 ESM fails to pay such taxes or file such returns and reports as and when due, all incentives granted under this Agreement 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. County and 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 Township or the County revokes the designation of the zone, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless ESM materially fails to fulfill their obligations under this Agreement, and Township and County terminate or modify the exemptions from taxation granted under this Agreement.
14. If ESM materially fails 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 ESM files a petition for relief pursuant to the United States Bankruptcy Code, or if County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, County and Township may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment, from ESM 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:

| <u>Real Property</u> |             | <u>Tangible Personal Property: - machinery and equipment:<br/>- furniture and fixtures and new inventory</u> |             |
|----------------------|-------------|--|-------------|
| <b>Year 1</b>        | <b>100%</b> | <b>Year 1</b>  | <b>100%</b> |
| <b>Year 2</b>        | <b>100%</b> | <b>Year 2</b>  | <b>100%</b> |
| <b>Year 3</b>        | <b>100%</b> | <b>Year 3</b>  | <b>100%</b> |
| <b>Year 4</b>        | <b>100%</b> |  |             |
| <b>Year 5</b>        | <b>100%</b> |  |             |
| <b>Year 6</b>        | <b>100%</b> |  |             |
| <b>Year 7</b>        | <b>100%</b> |  |             |
| <b>Year 8</b>        | <b>100%</b> |  |             |
| <b>Year 9</b>        | <b>100%</b> |  |             |
| <b>Year 10</b>       | <b>100%</b> |  |             |

15. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by ESM 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, ESM 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, Township or County may terminate or modify the exemptions from taxation granted under this Agreement.

ESM 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 2010 calendar year; (ii) the three-year periods shall be consecutive, rolling three-year periods (e.g., the first three-year period shall be 2010 through 2012, and the second three-year period shall be 2013 through 2015); and (iii) the repayment for a three-year period shall only be required only if ESM fails 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.

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16. ESM hereby certifies 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 ESM. 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. ESM affirmatively covenants that it does 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. ESM, Township, and County acknowledge that this Enterprise Zone Agreement must be approved by formal action of the legislative authority of Township and 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 County sending said Agreement to the Ohio Departments of Taxation and Development.
19. County has developed a policy to ensure that recipients of Enterprise Zone tax benefits practice non-discrimination in their operations. By executing this Agreement, ESM is 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 ESM 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. ESM affirmatively covenants that it has 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 ESM have knowingly made a false statement to the State or local political subdivisions to obtain the Enterprise Zone incentives, ESM 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.
22. This Agreement is not transferable or assignable without the express, written approval of Township and County.

IN WITNESS WHEREOF, the Board of County Commissioners, Delaware County, Ohio by and pursuant to Resolution Number 06-833, has caused this instrument to be executed this 26<sup>th</sup> day of June, 2006, the Board of Trustees of Orange Township, Delaware County, Ohio, and pursuant to Resolution Number 06-273, has caused this instrument to be executed this 19<sup>th</sup> day of June, 2006, and ESM has caused this instrument to be executed this 19<sup>th</sup> day of June, 2006.

**EXHIBIT A**

**Delaware County / Orange Township Enterprise Zone-**

**Map & Description**

**Orange Township, Delaware County, Ohio  
Enterprise Zone 247C Orange Township Area  
Boundary Description**

In Orange Township, the Zone shall originate at the northwestern corner of Orange Township at the point of intersection of Orange, Liberty, and Berlin Townships, and shall be bounded on the north by the Township line, and shall follow an easterly course along the centerline of Hyatts Road and Shanahan Road; then proceeding in a southward direction with the eastern boundary being the midpoint between the two sets of railroad tracks owned by Norfolk Western and Conrail respectively; then proceeding in a westerly direction along the centerline of Lazelle Road, with the Delaware County line being the southern boundary of the Zone;

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then at the intersection of Lazelle Road and U.S. Route 23 proceeding in a northerly direction following the centerline of US-23 to its intersection with Powell Road; then proceeding westward along the centerline of West Powell Road to the Township’s western boundary; then proceeding northward along said western boundary line to the Zone’s point of origin in Orange Township.

**Exhibit B**

**Education Sales Management – Description of Project Site**

**8337 Green Meadows Drive, Lewis Center,  
Orange Township, Delaware County, Ohio**

**Lot 1212, Green Meadows Industrial Park Phase II Part 2,  
Orange Township, Ohio  
Delaware County Tax Parcel # 31831304007000**

**EXHIBIT C**

**Education Sales Management Application for Enterprise Zone Tax Incentives**

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

**RESOLUTION NO. 06-834**

**A RESOLUTION AUTHORIZING EXECUTION OF AN ENTERPRISE ZONE SCHOOL COMPENSATION AGREEMENT WITH EDUCATION SALES MANAGEMENT (ESM); THE OLENTANGY LOCAL SCHOOL DISTRICT; THE DELAWARE AREA CAREER CENTER; AND ORANGE TOWNSHIP FOR THE ESM CALL CENTER PROJECT:**

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

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 Orange Township, Ohio, by Resolution Number 114-93 adopted on May 10, 1993 and the Board of County Commissioners, Delaware County, Ohio, by Resolution Number 93-317 adopted on May 17, 1993, designated an area in Orange Township as Enterprise Zone 247C; and

WHEREAS, effective the 21<sup>st</sup> day of May, 1993, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution Number 93-317 contains the characteristics set forth in Section 5709.61(A) of the Ohio Revised Code and certified said area as 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 and 5709.83; and

Whereas, Orange Township, within Resolution No. 06-273, adopted June 19, 2006, has acted to authorize the Township to grant tax exemptions to Education Sales Management (ESM) through the Enterprise Zone program, and have requested that similar action be taken by the Delaware County Board of Commissioners; and

Whereas, Delaware County, within Resolution No. 06-833, adopted June 26, 2006, has acted to authorize the County to grant tax exemptions to ESM through the Enterprise Zone programs; and

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

Section 1.            Delaware County shall make lump -sum payments from the Delaware County Development Fund 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 8 of the EZ Agreement for the referenced project.

OLSD Compensation – \$5,363.50 Lump-sum payment by December 31, 2006.



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DACC Compensation – \$286.48 Lump-sum payment by December 31, 2006.

- Section 2. The cash payments made by Delaware County 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 Delaware County.
- Section 4. This Agreement, as noted below, 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 5. Obligation to Make Payments. The obligation of Delaware County to make the payments to the OLSD and DACC pursuant to this Agreement is made for the benefit of these School Districts.
- 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 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

Rick Fort, CEO & President  
Education Sales Management  
8740 Lucent Blvd., Suite 300  
Highlands Ranch, Colorado 80129

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.

**ENTERPRISE ZONE  
EDUCATION SALES MANAGEMENT SCHOOL COMPENSATION AGREEMENT**

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 Orange Township, Ohio, by Resolution Number 114-93 adopted on May 10, 1993 and the Board of County Commissioners, Delaware County, Ohio, by Resolution Number 93-317 adopted on May 17, 1993, designated an area in Orange Township as Enterprise Zone 247C; and

WHEREAS, effective the 21<sup>st</sup> day of May, 1993, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution Number 93-317 contains the characteristics set forth in Section 5709.61(A) of the Ohio Revised Code and certified said area as 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 and 5709.83; and

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WHEREAS, Orange Township, within Resolution No. 06-273, adopted June 19, 2006, has acted to authorize the Township to grant tax exemptions to Education Sales Management (ESM) through the Enterprise Zone program, and have requested that similar action be taken by the Delaware County Board of Commissioners; and

WHEREAS, Delaware County, within Resolution No.06-833, adopted June 26, 2006, has acted to authorize the County to grant tax exemptions to ESM through the Enterprise Zone programs; and

WHEREAS, 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. Delaware County shall make lump -sum payments from the Delaware County Development Fund 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 8 of the EZ Agreement for the referenced project.

OLSD Compensation – \$5,363.50 Lump-sum payment by December 31, 2006.

DACC Compensation – \$286.48 Lump-sum payment by December 31, 2006.

Section 2. The cash payments made by Delaware County 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 Delaware County.

Section 4. Obligation to Make Payments. The obligation of Delaware County to make the payments to the OLSD and DACC pursuant to this Agreement is made for the benefit of these School Districts.

Section 5. This Agreement is enforceable only with active Enterprise Zone Agreement 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 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

Rick Fort, CEO & President  
Education Sales Management  
8740 Lucent Blvd., Suite 300  
Highlands Ranch, Colorado 80129

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

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Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

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

**RESOLUTION NO. 06-835**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND REDUCED APPROPRIATIONS:**

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

| <b>Supplemental Appropriation</b> |                            | <b>Amount</b> |
|-----------------------------------|----------------------------|---------------|
| 40311410-5430                     | Gwinner Ditch/Construction | 48,073.00     |
| <b>Reduce Appropriation</b>       |                            |               |
| 43111424-5801                     | CFOA Transfers             | 911,111.56    |
| 40540417-5430                     | Primmer Ditch/Transfers    | 70,000.00     |

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

**RESOLUTION NO. 06-836**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 10:15 AM.

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

**RESOLUTION NO. 06-837**

**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 12:03 PM.

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

There being no further business, the meeting adjourned.

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Glenn A. Evans

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Kristopher W. Jordan

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James D. Ward

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Letha George, Clerk to the Commissioners