

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 28, 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,
Absent: James D. Ward

1:30 PM Viewing For A Ditch Petition Filed By Real Property Management For The Homeowners Association Of The Highland Lakes North Section 3 Subdivision (5639 Ridgewood Ave)

PUBLIC COMMENT

RESOLUTION NO. 06-1089

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 24, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held August 24, 2006 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 06-1090

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0825:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR0825, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Westernman Company	Series III IWR Radios	65211905-5270	\$ 8,328.00
William Shepherd	Structural Engineering	68011916-5301	\$ 11,866.00
Henry Thompson	Leatherlips Pump Station	65211905-5450	\$ 10,063.00
Craun Liebing	Raw Influent Pump Repair	65211905-5270	\$ 5,600.00
Triangle Real Estate	Return of Unused Inspections	65111904-5319	\$ 6,906.00
Lawyers Title Agency	Leffler Property 116 N. Sandusky	40111402-5410	\$ 288,961.19
Increases			
Prudential Life/Disability	LTD Premiums	60211902-5370	\$ 13,000.00
CEBCO	2006 Premiums & Claims	60211902-5370	\$ 400,000.00
AUL	Life Insurance Premium	60211902-537037030	\$ 8,000.00
Vouchers			
Mid Am Cleaning Contractors	Janitorial Services, July & Aug	10011105-5325	\$ 8,299.96
Ben Bro Enterprises Inc.	Bldg/Land Rental for Sept 2006	10011105-533533502	\$ 14,625.00
Prudential Life/Disability	August 2006 Premium	60211902-5370	\$ 7,300.27
Smith ENV	UV Lams, Ballast, Cooling Fans	65211919-5270	\$ 8,768.28
House of New Hope	Residential Treatment	22511607-5342	\$ 9,303.68
Kokomo Academy	Residential Treatment	22511607-5342	\$ 11,970.00
Williams Insurance Agency	Zurich North America CFOA	43111424-5410	\$ 7,800.00
Lawyers Title Agency	Leffler Property 116 N. Sandusky	40111402-5410	\$ 288,961.19

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

RESOLUTION NO. 06 -1091

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Darin Elliott attend an Advanced EMD Certification Class in Georgetown, Ohio September 11-15, 2006, at the cost of \$1,096.95.

The Department of Job and Family Services is requesting that April Riley attend a PFT Training for Job and Family Services Maximus in Columbus, Ohio September 7, 2006, at the cost of \$423.00.

The Department of Job and Family Services is requesting that Donna Bukovec, Kathy Butler, Shelly Douce and Lori Powers attend a PCSAO Annual Conference in Worthington, Ohio September 13-15, 2006, at the cost of

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\$640.00.

The Environmental Services Department is requesting that Kevin Brutchey and Matt Ice attend a Lab Analyst Workshop, in Columbus, Ohio September 8, 2006 at the cost of \$200.00.

The Engineer's Office is requesting that Chris Bauserman, Pat Blayney, John Link, Bob Sears, and Jerry Ungashick attend a Strategies for Managing and Preserving Pavements Seminar in Columbus, Ohio September 12-13, 2006, at the cost of \$950.00.

The Child Support Enforcement Agency is requesting that Sandee Pennick and Regina Prouty attend a 2006 Interstate Training in Fairfield, Ohio September 22, 2006, at the cost of \$115.00.

The Child Support Enforcement Agency is requesting that Regina Prouty attend a Regional Meeting in Fairfield County August 29, 2006, at the cost of \$7.50.

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

RESOLUTION NO. 06-1092

SETTING DATE AND TIME FOR THE REQUEST FOR PROPOSALS FOR A COMPREHENSIVE SOFTWARE SOLUTION FOR THE DELAWARE COUNTY RECORDER'S OFFICE:

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

Information for Bidders

Notice is hereby given that Delaware County, Ohio is soliciting and will receive bids for: A comprehensive software solution for the Delaware County Recorder's Office. Interested vendors have until **4:30 p.m. on September 22, 2006** to submit their bid. The system must comply with the minimum recording and indexing standards as required by the Ohio Revised Code.

Those interested in bidding may obtain the bid documents from the Delaware County Commissioners' Office or the Delaware County Recorder's Office during the regular office hours of 8:30 A.M. to 4:30 P.M., Monday thru Friday.

Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals from vendors to implement a comprehensive Recording System Solution for the Delaware County Ohio Recorder's office. The Delaware County Recorder will use this system for the Recording, Indexing, Cashiering, Electronic Recording and Imaging of Land Records. Additionally it must contain accounting software and reports that will meet state of Ohio Auditor requirements, NACHA Requirements, as well as the ability to produce ad hoc financial and statistical reports. The Delaware County Recorder is interested in procuring application software that can best address the functional and performance requirements as stated in this RFP. Vendors/Bidders should propose options that will provide the optimum in system performance, system growth, system flexibility, and reliability. The Delaware County Recorder is asking for proposals that include software installation, data conversion, system training, support and long-term maintenance. Additionally the Recording System solution should include hardware and software support, training, and long-term maintenance required for the hardware and software. The County also wishes that the system be able to accommodate growth. The Delaware County Recorder does not want a system that is inferior to the current system. Bidders should take into consideration the current system set-up and number of workstations.

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

RESOLUTION NO. 06-1093

IN THE MATTER OF APPROVING PLAT FOR THE OAKS SECTION 1, PHASE B AND DITCH MAINTENANCE PETITIONS FOR WEDGEWOOD PROFESSIONAL VILLAGE AND EXISTING LOT 5589 IN ORANGE POINT COMMERCE PARK PHASE 4, SECTION 4, PART 1:

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

The Oaks Section 1, Phase B

Situated In The State Of Ohio, County Of Delaware, Township Of Concord, Lying In Virginia Military District Survey 2546, Being 13.323 Acres Out Of The 34.765 Acre Tract Conveyed To The Oaks Real Estate Development Llc., By Official Record 779, Including 2.382 Acres Of Right-Of-Way, Records Of The Recorder's Office Of Delaware County, Ohio. Cost \$60.00.

Ditch Maintenance Petition- Wedgewood Professional Village

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We the undersigned owners of 13.66 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as **Wedgewood Professional Village** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). The plat for **Wedgewood Professional Village** has been submitted for approval to 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 Drainage 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.

The cost of the drainage improvements is \$104,905.00 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 their Development. The developed commercial area acres will receive benefit (cost) of the project as a per acre basis. The basis for calculating the assessment for each lot is therefore, per acre. An annual maintenance fee equal to 2% of this basis will be collected for each developed 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 \$2,098.10 has been paid to Delaware County.

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

Ditch Maintenance Petition- Existing Lot 5589 In Orange Point Commerce Park Phase 4, Section 4, Part 1

We the undersigned owners of 4.3463 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Existing Lot 5589 In Orange Point Commerce Park Phase 4, Section 4, Part 1** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). The plat for **Existing Lot 5589 In Orange Point Commerce Park Phase 4, Section 4, Part 1** has been submitted for approval to 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 Drainage 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.

The cost of the drainage improvements is \$30,000.00 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 their development. The Developed commercial area of 433463 acres will receive benefit (cost) of the project as a per acre basis . The basis for calculating the assessment for each lot is therefore, \$6,902.42 per acre. An annual maintenance fee equal to 2% of this basis \$138.05 will be collected for each developed 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 \$600.00 has been paid to Delaware County.

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

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

RESOLUTION NO. 06-1094

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR OLENTANGY CROSSINGS EASTSIDE COMMERCIAL:

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

Olentangy Crossings Eastside Commercial

SUBDIVIDER'S AGREEMENT

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THIS AGREEMENT made and entered into this 28th day of August 2006 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **PLANNED COMMUNITIES, INC.**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled **“OLENTANGY CROSSINGS EASTSIDE COMMERCIAL”** which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

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**.

The **SUBDIVIDER** shall pay the entire cost and expenses of their portion of said improvements.

The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **TWO HUNDRED SIXTY THOUSAND TWO HUNDRED DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current **“Delaware County Engineering and Surveying Standards for Subdivision Development”** and the current **“Subdivision Regulations of Delaware County, Ohio”**.

A credit of **TWENTY THOUSAND NINE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** will be given to the **SUBDIVIDER** as reimbursement for improvements made to South Old State Road in conjunction with Avonlea Subdivision for the benefit of the Delaware County Engineer in accordance with correspondence on record with the Delaware County Engineer’s Office. Should this amount be depleted as a result of said inspections, additional credit will be given to the **SUBDIVIDER** with the total amount not to exceed \$41,638.00

The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.

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.

The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2007**.

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”**.

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.

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**.

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**.

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. Ward Absent Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 06-1095

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR THE OAKS SECTION 1, PHASE B:

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

The Oaks Section 1, Phase B

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. The Engineer has, therefore, estimated the remaining construction costs to be **\$60,000**, and two bonds totaling that amount are in place to cover the bonding of this project.

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

RESOLUTION NO. 06 -1096

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

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

Permit #	Applicant	Location	Type of Work
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U06123	Embarq	Cheshire Woods	Relocate buried facilities
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Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Absent

RESOLUTION NO. 06-1097

IN THE MATTER OF APPROVING THE PURCHASE OF COMPUTER EQUIPMENT FOR EMERGENCY SERVICES:

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

WHEREAS, the Delaware County Emergency Services requires two desktop computers to update 9-1-1 staff equipment and four spare monitors for 9-1-1 Center operational positions; and,

WHEREAS, this equipment has been recommended for approval by Data Board:

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the purchase of two new computers and four flat screen monitors for Emergency Services 9-1-1 at a not to exceed cost of \$4,200.00.

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

RESOLUTION NO. 06-1098

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE EMERGENCY MANAGEMENT AGENCY:

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

Transfer of Appropriation		Amount
From	To	
21511312-5001	21511312-5260	4,812.40
FY 05 CBRNE/Compensation	FY 05 CBRNE/Inventoried Tools	
21511312-5120	21511312-5260	667.61
FY 05 CBRNE/PERS	FY 05 CBRNE/Inventoried Tools	

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

RESOLUTION NO. 06-1099

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Murray Smith has been approved for a light-duty assignment with the EMS Department; effective date August 21, 2006 to September 30, 2006.

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

RESOLUTION NO. 06-1100

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CORNELL ABRAXUS GROUP INC. 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
Cornell Abraxus Group Inc. 2775 State Route 39 Shelby, Ohio 44875	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency

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

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:
Cornell Abraxus 22511607-5342 \$12,500.00

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

RESOLUTION NO. 06-1101

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR VILLAGE AT BALE KENYON, PHASE 1; MANORS AT WILLOW BEND; HOMESTEAD AT HIGHLAND LAKES SECTION 2; CHERSHIRE WOODS OFFSITE; SCIOTO RESERVE EXPANSION, SECTION 1, PHASE A; WEDGEWOOD PARK SECTION 2, PHASE C; WEDGEWOOD PARK SECTION 2, PHASE D; GOLF VILLAGE SECTION 6, PHASE B, PART 3A; GOLF VILLAGE SECTION 6, PHASE B, PART 1B AND 3B; VILLAGE AT POWELL, PHASE 2 AND 3; RAVINES AT SCIOTO RESERVE, PHASE1; ALUM CROSSING SECTION 1 AND THE OAKS:

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

Village At Bale Kenyon, Phase 1	1,589 feet of 8-inch sewer	23 manholes
Manors At Willow Bend	7,884 feet of 8- inch sewer	30 manholes
Homestead At Highland Lakes Section 2	1,228 feet of 8-inch sewer	4 manholes
Chershire Woods Offsite	3,519 feet of 12-inch sewer	12 manholes
Scioto Reserve Expansion, Section 1, Phs A	971 feet of 8- inch sewer	5 manholes
Wedgewood Park Section 2, Phase C	2,340 feet of 8-inch sewer	12 manholes
Wedgewood Park Section 2, Phase D	4,484 feet of 8-inch sewer	12 manholes
Golf Village Section 6, Phase B, Part 3a	677 feet of 8- inch sewer	4 manholes
Golf Village Section 6, Phs B, Part 1b & 3b	1,156 feet of 8- inch sewer	11 manholes
Village At Powell, Phase 2 And 3	642 feet of 8-inch sewer	5 manholes
Ravines At Scioto Reserve, Phase 1	762 feet of 8-inch sewer	5 manholes
Alum Crossing Section 1	5,060 feet of 8-inch sewer	23 manholes
The Oaks	3,945 feet of 8-inch sewer 1,495 feet of 10-inch sewer 1,497 feet of 6-inch force main Lift Station	23 manholes

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

RESOLUTION NO. 06-1102

IN THE MATTER OF APPROVING A CONTRACT CHANGE ORDER FOR INSPECTION SERVICES WITH QUALITY CONTROL INSPECTION, INC.:

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

CHANGE ORDER
Order No. 1
Date 8/21/06
Agreement Date 2/14/05

NAME OF PROJECT: INSPECTION SERVICES
OWNER: DELAWARE COUNTY SANITARY ENGINEER

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CONTRACTOR: QUALITY CONTROL INSPECTIONS

The following changes are hereby made to the CONTRACT DOCUMENTS:
Additional \$79,000 for 2006

Justification: As of August 14, 2006, we have approximately \$2,000.00 of the original \$100,000.00 approved amount left for 2006. Thirteen (13) projects have started in the last two (20) months. Request we increase the QCI contract by \$79,000 to handle rest of year. Thirteen (13) construction projects have started in the last two (2) months and another fourteen (14) are presently approved and could start before the end of the year. These numbers do not include the subdivisions currently under review.

Change to Contract Price:
Original Contract Price: \$100,000.00 for 2006
Current Contract Price adjusted by previous Change Order: \$ 100,000.00
The Contract Price due to this Change Order will be increased by: \$79,000.00 for 2006
The new Contract Price including this Change Order will be: \$179,000.00 for 2006

Change to Contract Time:
The Contract Time will be (increased/decreased) by N/A calendar days
The date for completion of all work will be N/A (date)

Approvals Required:
To be effective this Order must be approved as require by the GENERAL CONDITIONS and SUPPLEMENTAL GENERAL CONDITIONS.

Further Be It Resolved, that the Commissioners approve supplemental appropriations for 6511904-5301 (contracted professional services) in the amount of \$79,000.00

Further Be It Resolved, that the Commissioners approve a Purchase Order increase request to Quality Control Inspection Inc. in the amount of \$79,000.00

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

RESOLUTION NO. 06-1103

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR ENVIRONMENTAL SERVICES:

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

Transfer of Appropriation		Amount
From	To	
65511918-5415	65511918-5001	6,000.00
Perry Taggart/Sewer Imp rovement	Perry Taggart/Compensation	
65511918-5415	65511918-5004	2,400.00
Perry Taggart/Sewer Improvement	Perry Taggart/Overtime	
65511918-5415	65511918-5101	5,300.00
Perry Taggart/Sewer Improvement	Perry Taggart/Hospital Insurance	
65511918-5415	65511918-5120	1,100.00
Perry Taggart/Sewer Improvement	Perry Taggart/PERS	
65511918-5415	65511918-5131	100.00
Perry Taggart/Sewer Improvement	Perry Taggart/Medicare	

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

RESOLUTION NO. 06-1104

A RESOLUTION AUTHORIZING EXECUTION OF A COMMUNITY REINVESTMENT AREA AGREEMENT WITH I LANDERS VENTURE, LLC (DBA PIRANHAS GRILL) AND NANCY J. ZAISER FOR THE PROPOSED PIRANHAS GRILL PROJECT:

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

WHEREAS, the Delaware County Commissioners, with the consent of the Berlin Township Board of Trustees, have designated areas in Berlin Township as Community Reinvestment Areas (CRA's), pursuant to Ohio Revised Code 3735, and have encouraged the development of real property and investment in personal property therein; and

WHEREAS, the purpose of the Delaware County CRA's in Berlin Township is to provide the community with an effective tool for managing and guiding economic development by enhancing the tax base, by encouraging and

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sustaining long term investment in the community, by enhancing the quality of life, and by preserving existing and attracting new business investment within said Area; and

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

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

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 Tax Incentive Negotiating Committee for the Berlin Township CRA #2-B has investigated the application submitted by Piranhas Grill and Nancy J. Zaiser and determined that Piranhas Grill is qualified to create job opportunities in said CRA.
- SECTION 2. That the CRA Application submitted by Piranhas Grill and Nancy J. Zaiser on July 5, 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 a CRA Agreement for the Piranhas Grill Project. Said CRA 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, 56% average real property exemption on new real property improvements provided therein to facilitate the Piranhas Grill 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 a CRA Agreement with Piranhas Grill and Nancy J. Zaiser, 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.
- SECTION 4. 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 5. That this Resolution shall take effect and be in force immediately after its passage.

Exhibit A

COMMUNITY REINVESTMENT AREA AGREEMENT

This Agreement made and entered into by and between **I Landers Venture, LLC (DBA Piranhas Grill)**, with its main offices located at 5192 Cheshire Road, Delaware, Ohio, 43015 (hereafter referred to as the "ENTERPRISE"), and Nancy J Zaiser, with her main offices located at 5192 Cheshire Road, Delaware, Ohio 43015 (hereinafter referred to as the "OWNER"), 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 **Berlin Township** (hereinafter referred to as "Township") with its main offices located at 3271 Cheshire Road, Delaware, Ohio 43015.

WITNESSETH;

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

WHEREAS, the Enterprise is desirous of renovating and expanding an existing 1,568 square foot building located at 5192 Cheshire Road on tax parcel numbers 41841001049000, 41841001048000, 41841001050000, (hereinafter referred to as the "PROJECT site") in order to open a new restaurant facility. In addition, the ENTERPRISE desires to create new jobs and payroll, and investment in new equipment at the PROJECT site, and the improvements to be constructed and invested in at the PROJECT site shall constitute the "PROJECT". The PROJECT site shall be leased by the Enterprise from the OWNER of land described in **EXHIBIT B**, attached hereto and made a part hereof, and is within the boundaries of the aforementioned Community Reinvestment Area (CRA). The ENTERPRISE 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

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WHEREAS, the Board of Trustees, Berlin Township, Delaware County, Ohio, by Resolution Number 05-10-15, adopted on October 10, 2005, and Resolution Number 05-1406, adopted by the Board of County Commissioners for Delaware County on October 17, 2005, designated the area as a CRA pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective the 14th day of November, 2005, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution Number 05-1406 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said area as CRA #04105788-02 under said Chapter 3735; and

WHEREAS, the County and the Township have determined that ENTERPRISE satisfies the statutory criteria set forth in Chapter 3735 of the Ohio Revised Code; and

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

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

WHEREAS, the ENTERPRISE 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 / Berlin Township Community Reinvestment Area has investigated the application of the ENTERPRISE and has recommended the same to the Board of Trustees of Berlin Township and the Delaware County Board of Commissioners on the basis that the ENTERPRISE is qualified by financial responsibility and business experience to create and preserve employment opportunities in said CRA and improve the economic climate of Delaware County; and

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

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

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

1. The ENTERPRISE shall renovate and expand an existing 1,568 square foot building located at 5192 Cheshire Road, Delaware, Ohio 43015 on tax parcel numbers 41841001049000, 41841001048000, 41841001050000, in order to open a new restaurant facility. The facility will be owned by the OWNER and leased to the ENTERPRISE, and be used for the PROJECT on land described in **EXHIBIT B**. The cost of the real property building improvements associated with the renovation and expansion of this new restaurant facility is estimated to be \$106,500. The ENTERPRISE shall also invest an estimated \$59,000 in new equipment, furniture and fixtures and inventory to be used for the PROJECT and located at the PROJECT site. The total investment in real property improvements for the PROJECT is estimated to be \$106,500. The OWNER shall own the PROJECT site, and the ENTERPRISE shall lease and occupy the PROJECT site, and the ENTERPRISE shall remain in operation at said PROJECT site for the entire term of this Agreement, which shall end on **December 31, 2018**.

In addition, the Enterprise shall purchase new equipment, furniture and fixtures and inventory, with this investment estimated to be \$59,000. The total investment in personal property equipment, furniture and fixtures and inventory for the PROJECT is estimated to be \$59,000.

The PROJECT will involve an estimated total investment by the ENTERPRISE of \$165,500 (One Hundred Sixty-Five Thousand Dollars) **plus or minus ten percent**, at the PROJECT site in Berlin Township. Included in this estimated total investment are: \$106,500 (One Hundred Six Thousand Five Hundred Dollars) for **real property improvements** to renovate and expand the existing building at the PROJECT site; and invest \$33,000 (Thirty-Three Thousand Dollars) for **new machinery & equipment**, \$6,000.00 (Six Thousand Dollars) for **new furniture & fixtures**, and \$20,000.00 (Twenty Thousand Dollars) for **new inventory** at the PROJECT site.

The PROJECT will begin on or about September 1, 2006 and all building improvements shall be completed by December 31, 2007 and all acquisition of personal property listed as part of the PROJECT shall be completed by December 31, 2007.

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The total investment of this new construction project is greater than 10% of the market value of the new restaurant 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 renovation and expansion of an existing building for a new restaurant facility at the PROJECT site via the renovation and expansion of an existing building for a new restaurant facility, and the purchase of new equipment, furniture and fixtures and inventory.

2. The ENTERPRISE shall create within a time period not exceeding 36 months after the completion of construction by the ENTERPRISE and subsequent occupancy by the ENTERPRISE of the proposed PROJECT (estimated to be no later than December 31, 2007) of the aforesaid facility, the equivalent of 4 new full-time permanent job opportunities, 9 new part-time permanent job opportunities, 0 full-time temporary job opportunities, and 0 part-time temporary job opportunities, for a total of 8.5 full-time equivalent (FTE) job opportunities to be created by the PROJECT. In addition, the ENTERPRISE 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.

The ENTERPRISE'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, 4 full-time permanent jobs, 0 part-time permanent jobs and 0 temporary jobs created in **Year One - 2007**; 0 full-time permanent jobs, 9 part-time permanent jobs and 0 temporary jobs created by the end of **Year Two - 2008**; 0 full-time permanent jobs, 0 part-time permanent jobs and 0 temporary jobs created by the end of **Year Three - 2009**. The job creation period begins with the effective date of this Agreement and all retained and newly created jobs will be in place by December 31, 2009.

As of August 1, 2006, the ENTERPRISE 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 August 1, 2006, the ENTERPRISE 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 (0 FTE) in the State of Ohio.

The PROJECT shall result in a total of at least 8.5 full-time permanent positions in place at the PROJECT site and 0 FTE positions retained at the PROJECT site, for a total of 8.5 FTE positions at the PROJECT site as of December 31, 2009.

It is expected that this increase via the full implementation of the PROJECT will result in additional annual payroll for the ENTERPRISE of approximately \$288,500 (Two Hundred Eighty-Eight Thousand Dollars) for full-time permanent employees, approximately \$0.00 (Zero Dollars) for part-time permanent employees, and \$0.00 (Zero Dollars) for temporary employees, for a total of \$288,500 (Two Hundred Eighty-Eight Thousand Dollars) of additional annual payroll for the ENTERPRISE at the PROJECT site. It is estimated that the retaining of at least 0 FTE jobs shall result in \$0.00 (Zero Dollars) of retained annual payroll for the ENTERPRISE at the PROJECT site.

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

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

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

In keeping with its intention to assume its responsibilities as a responsible member of the Delaware County business community, the ENTERPRISE agrees to undertake the following tasks during the term of

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this Agreement:

- a. The ENTERPRISE shall contact the Delaware Area Career Center (DACC) within one hundred and eighty (180) days of the execution of this Agreement to determine areas of cooperation that may be mutually beneficial to the ENTERPRISE and the DACC.
 - b. The ENTERPRISE shall, within twelve (12) months of this Agreement, meet with the Delaware County Jobs & Family Services Department and with the Youth Employer Connections Sub Committee and the Delaware County Economic Development Department to determine if it would be possible to develop a Workforce Investment Act (WIA) Youth Workplace Experiences Program (YWEP) to be located at the PROJECT site. Such a program may include development of jobs for youth, a mentoring program, job shadowing, and / or tours of the ENTERPRISE, and ongoing support for the program to the ENTERPRISE from the WIA subcommittee.
4. The County hereby grants the ENTERPRISE and OWNER an average **56%** tax exemption pursuant to Section 3735.67 of the Ohio Revised Code for **real property improvements** to the PROJECT site. Said exemption shall be based on the increase in the assessed valuation of the PROJECT site as a result of the real property improvements. The tax exemption amount shall be as follows:

<u>Year</u>	<u>Exemption Percent</u>
1	80%
2	80%
3	80%
4	80%
5	40%
6	40%
7	40%
8	40%
9	40%
10	40%

If investment in new real property falls below 90% of the target level, Berlin Township and Delaware 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 the property not exempted from taxation. No exemption shall commence after December 31, 2010 nor extend beyond December 31, 2018. The ENTERPRISE shall occupy and remain in operation at the PROJECT site at least until December 31, 2018.

5. Pursuant to Chapter 3735 and Section 5709.82 (C) (2) & (D) of the Ohio Revised Code, the ENTERPRISE shall make a lump sum payment 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 the ENTERPRISE to OLSD shall be \$500. The lump sum payment to DACC shall be \$100.

The payments shall be for the benefit 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, 2007.

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

6. 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 this PROJECT. No such fee shall be made payable to Delaware County. Typically, this fee shall be paid by check made out to Delaware County and shall be submitted to the County Commissioners Office. Typically, this fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 3735.671(D) of the Ohio Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Ohio Revised Code exclusively for the purpose of performing the duties prescribed under that section.
7. As applicable, the ENTERPRISE or OWNER 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. As applicable, the #913 Ohio tax form must be filed by the ENTERPRISE or OWNER annually. Copies of these tax forms shall also be provided by the ENTERPRISE

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annually to the applicable Tax Incentive Review Council. In addition, the ENTERPRISE may file additional and supplementary documentation, which might be helpful in demonstrating their compliance with the terms of this Agreement.

8. The ENTERPRISE and OWNER 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 fails to pay such taxes or file such returns and reports as and when due, all incentives granted under this Agreement as to such entity's property are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
9. Delaware County and Berlin Township shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
10. If for any reason said CRA designation expires, the Director of the Ohio Department of Development revokes certification of the CRA, or the Board of Trustees of Berlin Township or the Delaware County Board of Commissioners revokes the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Enterprise materially fails to fulfill its obligations under this Agreement, and Berlin Township and Delaware County terminate or modify the exemptions from taxation granted under this Agreement.
11. If the Enterprise 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 the ENTERPRISE files a petition for relief pursuant to the United States Bankruptcy Code, or if Delaware County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, Delaware County and Berlin Township may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment, from the ENTERPRISE of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement.
12. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by the ENTERPRISE 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, the ENTERPRISE 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, Berlin Township or Delaware County may terminate or modify the exemptions from taxation granted under this Agreement.

The ENTERPRISE 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 2009 calendar year; (ii) the three-year periods shall be consecutive, rolling three-year periods (e.g., the first three-year period shall be 2009 through 2011, and the second three-year period shall be 2012 through 2014); and (iii) the repayment for a three-year period shall only be required only if the ENTERPRISE 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.

13. The ENTERPRISE hereby certifies that it (a) does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio; (b) does 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, it is 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 the ENTERPRISE. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
14. The ENTERPRISE affirmatively covenant 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.
15. The ENTERPRISE, Berlin Township, and Delaware County acknowledge that this CRA Agreement must be approved by formal action of the legislative authority of Berlin Township and Delaware County as a condition for the Agreement to take effect. This agreement takes effect upon such approval. A copy of this agreement must be forwarded to the Ohio Departments of Taxation and Development within fifteen

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(15) days of approval to be finalized. All Parties to this Agreement must sign said Agreement prior to Delaware County sending said Agreement to the Ohio Departments of Taxation and Development.

16. Delaware County has developed a policy to ensure that recipients of CRA tax benefits practice non-discrimination in their operations. By executing this Agreement, the Enterprise 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.
17. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that the ENTERPRISE or any successor enterprise, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
18. The ENTERPRISE affirmatively covenants that it has made no false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representatives of the ENTERPRISE have knowingly made a false statement to the State or local political subdivisions to obtain the Community Reinvestment Areas incentives, the ENTERPRISE shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
19. This Agreement is not transferable or assignable without the express, written approval of Berlin Township and Delaware County.

IN WITNESS WHEREOF, the Board of County Commissioners, Delaware County, Ohio by and pursuant to Resolution Number 06-____, has caused this instrument to be executed this 28th day of August, 2006, the Board of Trustees of Berlin Township, Delaware County, Ohio, and pursuant to Resolution Number 06-____, has caused this instrument to be executed this 25th day of August, 2006, and the ENTERPRISE has caused this instrument to be executed this ____ day of August, 2006, and the OWNER has caused this instrument to be executed this ____ day of August, 2006.

EXHIBIT A

Delaware County / Berlin Township Community Reinvestment Area (CRA) #2B -
Map & Description

August 4, 2005

**Berlin Township, Delaware County, Ohio
Community Reinvestment Area - #2 – “B”
Boundary Description**

Beginning at the intersection of Cheshire Road and Africa Road which is the Point of Beginning (POB) for Community Reinvestment Area #2. Then proceeding easterly along Cheshire Road, a distance of approximately 300 feet to a point at the southwest corner of Delaware Tax parcel # 41841001022000; then proceeding north at a distance around 300 feet to the northwest corner of said Delaware County tax parcel #; then proceeding east at a distance around 175 feet to the northeast corner of said Delaware County tax parcel #; then proceeding north at a distance around 100 feet to the northwest corner of Delaware County tax parcel # 41841001021000, then proceeding east at a distance around 1500 feet along the boundary line of Alum Creek State Park to a point located at the northeastern corner of Delaware County Tax parcel # 41841001018000; then proceeding south at a distance around 430 feet to a point of intersection with Cheshire Road; then proceeding east along Cheshire Road at a distance around 385 feet to a point located at the northwest corner of Delaware County Tax parcel # 41841001070000; then proceeding south at a distance around 450 feet along this tax parcel to a point located at the southwest corner of said tax parcel; then proceeding in a westerly direction at a distance around 1725 feet to a point located at the northeast corner of Delaware County Tax parcel # 41841001067001; then proceeding south at a distance around 210 feet, then east at a distance around 110 feet, then south at a distance around 200 feet to the southeast corner of Delaware County tax parcel # 41841001067001; then proceeding west at a distance around 725 feet along said tax parcel to the southwest corner of Delaware County tax parcel # 41842001001000; then proceeding north along Africa Road at a distance around 925 feet to a point of intersection with the Point Of Beginning; encompassing an area of approximately 48.473 acres.

Exhibit B

Piranhas Grill – Description of Project Site

Lot 16, 35, and 36, Delaware County Tax Parcel #'s 41841001048000, 41841001049000, and 41841001050000

EXHIBIT C

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
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Piranhas Grill / Nancy J. Zaiser Application for Community Reinvestment Area (CRA) Tax Incentives

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

RESOLUTION NO. 06-1105

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A COMMUNITY REINVESTMENT AREA SCHOOL COMPENSATION AGREEMENT BETWEEN DELAWARE COUNTY, THE OLENTANGY LOCAL SCHOOL DISTRICT, DELAWARE AREA CAREER CENTER, BERLIN TOWNSHIP AND I LANDERS VENTURE, LLC (DBA PIRANHAS GRILL):

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

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

Whereas, the Board of Trustees of Berlin Township, Ohio, by Resolution Number 05-10-15 adopted on October 10, 2005 and the Board of County Commissioners, Delaware County, Ohio, by Resolution Number 05-1406 adopted on October 17, 2005, designated areas in Berlin Township as CRA's; and

WHEREAS, effective the 14th day of November, 2005, the Director of Development of the State of Ohio determined that the aforementioned areas designated in said Resolution Number 05-1406 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said area No. 2B as CRA #04105788-02 under said Chapter 3735; and

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

Whereas, Berlin Township, within Resolution No. ____, adopted August 25, 2006, has acted to authorize the Township to grant tax exemptions to I Landers Venture, LLC (DBA Piranhas Grill) and Nancy J. Zaiser through the CRA program, and have requested that similar action be taken by the Delaware County Board of Commissioners; and

Whereas, the Board of County Commissioners, Delaware County, Ohio, within Resolution No. ____, adopted August 28, 2006, has acted to authorize the County to grant tax exemptions to I Landers Venture, LLC (DBA Piranhas Grill) and Nancy J. Zaiser through the CRA program; and

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

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

Section 1. I Landers Venture, LLC (DBA Piranhas Grill) shall make one time lump sum payments as follows to Olentangy Local School District (OLSD) and the Delaware Area Career Center (DACC) in accordance with the terms and conditions set forth in Section 5 of the CRA Agreement, noted below, for the referenced project. These payments shall be made upon receipt of an invoice from Delaware County.

OLSD Compensation – one lump sum payment of \$500.00 due on December 31, 2007.

DACC Compensation – one lump sum payment of \$100.00 due on December 31, 2007.

Section 2. The cash payments made by I Landers Venture, LLC (DBA Piranhas Grill) 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 I Landers Venture, LLC (DBA Piranhas Grill).

Section 4. This Agreement is enforceable only with an active Community Reinvestment Area 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 5. This Agreement, as noted below, 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 6. 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.

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COMMUNITY REINVESTMENT AREA I LANDERS VENTURE, ILC (DBA PIRANHAS GRILL) SCHOOL COMPENSATION AGREEMENT

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

Whereas, the Board of Trustees of Berlin Township, Ohio, by Resolution Number 05-10-15 adopted on October 10, 2005 and the Board of County Commissioners, Delaware County, Ohio, by Resolution Number 05-1406 adopted on October 17, 2005, designated areas in Berlin Township as CRA's; and

WHEREAS, effective the 14th day of November, 2005, the Director of Development of the State of Ohio determined that the aforementioned areas designated in said Resolution Number 05-1406 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said area No. 2B as CRA #04105788-02 under said Chapter 3735; and

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

Whereas, Berlin Township, within Resolution No. 06-____, adopted August 25, 2006, has acted to authorize the Township to grant tax exemptions to I Landers Venture, LLC (DBA Piranhas Grill) and Nancy J. Zaiser through the CRA program, and have requested that similar action be taken by the Delaware County Board of Commissioners; and

Whereas, Delaware County, within Resolution No. 06-____, adopted August 28, 2006, has acted to authorize the County to grant tax exemptions to I Landers Venture, LLC (DBA Piranhas Grill) and Nancy J. Zaiser through the CRA program; and

Whereas, Section 5 of the CRA 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. I Landers Venture, LLC (DBA Piranhas Grill) shall make one time lump sum payments as follows to Olentangy Local School District (OLSD) and the Delaware Area Career Center (DACC) in accordance with the terms and conditions set forth in Section 5 of the CRA Agreement for the referenced project. This payment shall be made upon receipt of an invoice from Delaware County.

OLSD Compensation – One lump sum payment of \$500 due on December 31, 2007.

DACC Compensation – One lump sum payment of \$100 due on December 31, 2007.

Section 2. The cash payments made by I Landers Venture, LLC (DBA Piranhas Grill) 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 I Landers Venture, LLC (DBA Piranhas Grill).

Section 4. Obligation to Make Payments. The obligation of I Landers Venture, LLC (DBA Piranhas Grill) to make the lump sum payments to the OLSD and DACC pursuant to this Agreement is made for the benefit of these School Districts. If I Landers Venture, LLC (DBA Piranhas Grill) fails to make these lump sum payments to these School Districts in accordance with this Agreement, the School Districts agree that neither the Township nor the County shall be liable for any payments that I Landers Venture, LLC (DBA Piranhas Grill) is required to remit to the School Districts pursuant to this Agreement. The clawback provision associated with any obligations that are the responsibility of I Landers Venture, LLC (DBA Piranhas Grill) is stated in Section 11 of the CRA Agreement.

Section 5. This Agreement is enforceable only with an active Community Reinvestment Area 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

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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

Sandra L. Nienkirchen
I Landers Venture, LLC (DBA Piranhas Grill)
5192 Cheshire Road
Delaware, Ohio 43015

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

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

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

RESOLUTION NO. 06-1106

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

CSEA employee, Wendy Shannon, is working a Temporary Wage Change Assignment; effective date August 12, 2006.

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

RESOLUTION NO. 06-1107

IN THE MATTER OF AMENDING RESOLUTION 06-960 (APPROVING AND AWARDING THE BID FOR BID PACKAGE 1 – SITE WORK & UTILITIES TO ACI CONSTRUCTION COMPANY, INC. FOR THE NEW HEADQUARTERS AND FACILITIES FOR THE COUNCIL FOR OLDER ADULTS, DELAWARE COUNTY, OHIO) TO INCLUDE ALTERNATE # 2 STAKING:

It was moved by Mr. Jordan, seconded by Mr. Evans to amending resolution 06-960 (Approving And Awarding The Bid For Bid Package 1 – Site Work & Utilities To ACI Construction Company, Inc. For The New Headquarters And Facilities For The Council For Older Adults, Delaware County, Ohio) To Include Alternate # 2 Staking.

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

RESOLUTION NO. 06-1108

IN THE MATTER OF APPROVING THE CONTRACT WITH ACI CONSTRUCTION COMPANY, INC. FOR BID PACKAGE 1 – SITE WORK & UTILITIES FOR THE NEW HEADQUARTERS AND FACILITIES FOR THE COUNCIL FOR OLDER ADULTS, DELAWARE COUNTY, OHIO:

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

**DELAWARE COUNTY BOARD OF COMMISSIONERS
CONTRACT**

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 28, 2006

This Contract made by and between:

ACI Const. Co., Inc.
2959 S. US 23
Alvada, Ohio 44082

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

County of Delaware
Council for Older Adults
New Senior Services Center
Cheshire Road
Delaware, Ohio 43015

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of One million three hundred thirty three thousand five hundred dollars (the "Contract Price"), based upon the Bid Form, dated July 13, 2006, submitted by the Contractor.

Base Bid - \$1,313,000.00
Alternate #1 Heavy Duty Asphalt - \$8,700.00
Alternate #2 Staking - \$11,800.00

Total Contract Amount = \$1,333,500.00

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before

▪ Mobilization	08/16/06
▪ Construction Drive/Entrance	08/23/06
▪ Cut/Fill Entire Site Complete	09/21/06
▪ Underground Utilities Complete	10/04/06
▪ Base Course Pavement Complete	11/01/06
▪ Contract Completion	06/01/07

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

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<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

- 4.1 The Bid Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Further Be It Resolved, that the Commissioners approve a Purchase Order Request to ACI Construction Company in the amount of \$1,333,500.00 (43111424-5410).

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

RESOLUTION NO. 06-1109

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE BUREAU OF MOTOR VEHICLES:

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

Transfer of Appropriation	Amount
From	To
20210108-5312 BMV/Advertising	20210108-5201 BMV/Office Supplies 1,500.00

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

RESOLUTION NO. 06-1110

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
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IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR 911:

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

Supplemental Appropriation		
21411306-5345	911/Safety & Security	197,842.73

Further Be It Resolved, that the Commissioners Approve a Purchase Order to the City of Delaware and a voucher for payment as follows:

21411306-5345	911 Calls	\$197,842.73
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Vote on Motion:	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Absent
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RESOLUTION NO. 06-1111

IN THE MATTER OF APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND HEALTH PROFESSIONALS, LTD FOR PROFESSIONAL AND RESPONSIVE HEALTH SERVICES AT THE DELAWARE COUNTY JAIL:

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

**AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH SERVICES AT
DELAWARE COUNTY, OHIO
(Effective July 1, 2006 through July 1, 2007)**

This is an amendment to the Agreement for Inmate Health Services at Delaware County, Ohio effective July 1, 2006 through July 1, 2007 (hereinafter "Agreement") between Health Professionals, Ltd. (hereinafter "HPL") and Delaware County, Ohio (hereinafter "the County"). Both parties agree that effective July 1, 2006 and during the duration of the Agreement, Paragraph VII (A) shall be deleted and amended to state as follows:

Paragraph VII(A) COMPENSATION/ADJUSTMENTS

A. ANNUAL AMOUNT/MONTHLY PAYMENTS. The annual amount to be paid by the COUNTY to HPL under this Agreement is \$421,845 (Four Hundred Twenty-One Thousand Eight Hundred Forty-Five dollars) for a period of 12 (twelve) months. Each monthly payment shall be at \$35,153.75. First monthly amount to be paid to HPL on 15th day of July, 2006 for services provided in the month of July 2006. Each monthly payment thereafter is to be paid by the COUNTY to HPL before or on the 1st day of the month.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Absent
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RESOLUTION NO. 06-1112

IN THE MATTER OF APPROVING A GRANT RENEWAL APPLICATION FOR A COUNCIL FOR OLDER ADULTS COMMUNITY SERVICES GRANT FOR JUVENILE COURT:

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

Grant:	Council for Older Adults Community Services Grant
Source:	Council for Older Adults
Grant Period:	January 1, 2007 – December 31, 2007

Grant:	\$8,023.14
Match:	\$ 0.00
Total Grant Amount:	\$8,023.14

This grant will pay for 20% of the Community Service Coordinator position and necessary supplies for the project.

No general fund dollars are required for a match. All staff members paid from this grant are well aware that their positions are grant funded and contingent upon continued grant funding.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Absent
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RESOLUTION NO. 06-1113

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR

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COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:42AM.

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

RESOLUTION NO. 06-1114

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn out of Executive Session at 11:30AM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners