

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2008

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

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

9:30 AM Public Hearing #1 For Formula 2008 CDBG, Community Housing Improvement Program, And Revolving Loan Fund

PUBLIC COMMENT

Dr. Dick Caster-Executive Director of National Association of School Resource Officers

(For A Complete Record Refer To The Official Cd Minutes)

SHERIFF DAVIS, SCHOOL RESOURCE OFFICER PROGRAM

RESOLUTION NO. 08-155

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 7, 2008 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held February 7, 2008 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. 08-156

9:30 AM - IN THE MATTER OF PUBLIC HEARING # 1 FOR DELAWARE COUNTY’S FY 2008 CDBG AND RLF PROGRAMS:

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

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

RESOLUTION NO. 08-157

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 1 FOR DELAWARE COUNTY’S FY 2008 CDBG AND RLF PROGRAMS:

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

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

RESOLUTION NO. 08-158

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0208:

It was moved by Mr. Ward, seconded by Mr. Evans to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0208, and Purchase Orders and Vouchers as listed below:

Vendor	Description	Account Number	Amount
<b>PO’s</b>			
Helpline of Delaware & Morrow	Children's Trust Fund	22811609-5301	\$ 17,503.83
Action for Children Council	Children's Trust Fund	22811609-5301	\$ 7,526.62
Del. General Health District	Children's Trust Fund	22811609-5301	\$ 12,193.86
Comp Management Inc.	Workers Comp Management	75110902-5301	\$ 5,600.00
<b>Vouchers</b>			
Beheler Exc avating	Ostrander St Improvements/FY 06	23011704-5365	\$ 10,000.00
OH Regional Development	Fair Housing FY 2006	23011704-5365	\$ 5,800.00
G & G Enterprises	RLF Ostrander Drainage Improv	23011704-5365	\$ 5,000.00
Bound Tree Medical	EMS Medical Supplies	10011303-5201	\$ 6,858.42
General Body Shop	Repair 21-14 DOL 12/15/07	60111901-5370	\$ 6,275.07
CEBCO	March 2008 Claims	60211902-5370	\$ 799,557.20
AEP	Service Various Locations	66290302-5338	\$ 34,329.43

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AEP	Service Various Locations	66290407-5338	\$	66,923.87
BP Products North America	Gasoline	10011106-5228	\$	18,806.14
City of Delaware	40% Share Municipal	10029203-5319	\$	144,374.00
State of Ohio Treasurer	State Audit	10011102-5301	\$	6,334.78

Memo Transfer

From	To			
Day Reporting Grant 25822305-5319	Commissioners 10022202-4720	Reimbursement 2007	\$	9,347.61

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

RESOLUTION NO. 08 -159

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Prosecutor’s Office is requesting that Adrienne Bruce attend a Peaceful Relationships for Teens Seminar in Columbus, Ohio February 20-21, 2008, at the cost of \$77.66.

Amending previously approved 911 Department travel request for 3 people to attend a 911 Supervisor Seminar by including Sharon Creamer in place of Cheryl Vangundy.

Juvenile Court is requesting that Katie Murray attend a Clinical Supervision in Behavioral Health Training in Columbus, Ohio February 26, 2008, at the cost of \$179.00.

The Engineer’s Office is requesting that Tony Ray, Craig Moran and Joe Aleshire attend an Ohio Forestry Association Chain Saw Level One Class in Senecaville, Ohio February 28, 2008, at the cost of \$450.00.

The Engineer’s Office is requesting that Nathan Meyer attend a Speed Studies/Speed Zone Course in Columbus, Ohio June 4, 2008, at the cost of \$84.00.

The Engineer’s Office is requesting that Jack Jennings attend a Surveying Conference in Lexington, Kentucky February 13-16, 2008, at the cost of \$964.00.

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

RESOLUTION NO. 08-160

IN THE MATTER OF APPROVING PLATS FOR THE FAIRWAYS AT BLUE CHURCH SECTION 1 AND WOODS AT WILDCAT RUN AND DITCH MAINTENANCE PETITIONS FOR THE FAIRWAYS AT BLUE CHURCH SECTION 1 AND LIBERTY CROSSINGS:

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

The Fairways At Blue Church Section 1

Situated In The State Of Ohio, County Of Delaware, Township Of Kingston, Located In Part Of Farm Lots 9 And 10, Section 4, Township 5 North, Range 17 West, United States Military Lands, Being 19.934 Acres Subdivision, There Being 605.755 Acres Described In Deed To Siemer Land, Llc, By Official Record Book 450, Page 1569, All Reference Being To The Records Of The Recorder’s Office, Delaware County, Ohio. Cost \$3.00.

Woods At Wildcat Run

Situated In The Township Of Liberty, County Of Delaware, State Of Ohio, Being Part Of Farm Lots 14 And 15, Section 1, Township 3 Range 19, United State Military Lands And Being All Of That 23.022 Acre Tract As Conveyed To Wild Cat Run, Llc In O. R. 783 Page 1937 Recorder’s Office, Delaware County, Ohio. Cost \$45.00.

Ditch Maintenance Petition- The Fairways At Blue Church Section 1

We the undersigned owners of 19.934 acres in Kingston Township, Delaware County, Ohio propose to create a subdivision known as The Fairways At Blue Church Section 1 (19.934 Acres) as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). The Fairways At Blue Church Section 1 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 Drainage Maintenance Program and that an annual

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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 Fairways At Blue Church Section 1 Subdivision.

The cost of the drainage improvements is \$64,500.00 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. One (1) lot is 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, \$64,500.00 per lot. An annual maintenance fee equal to 2% of this basis is \$1,300.00 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$1,300.00 has been paid to Delaware County.

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

Ditch Maintenance Petition- Liberty Crossings

We the undersigned owners of 26.89 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as **Liberty Crossings** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). The plats for **Liberty Crossings** have been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County 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 \$340,221.57 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 22.64 acres will receive benefit (cost) of the project as a per acre basis . The basis for calculating the assessment for each lot is therefore, \$15,027.45 per acre. An annual maintenance fee equal to 2% of this basis \$300.55 per acre 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 \$6,804.43 has been paid to Delaware County.

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

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

RESOLUTION NO. 08-161

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR  
OLENTANGY CROSSINGS SECTION 7:

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

Olentangy Crossings Section 7

The roadways to be accepted are as follows:

- An addition of 0.06 mile to **Township Road Number 337, Orangewick Drive North**
- An addition of 0.24 mile to **Township Road Number 1478, Rail Timber Way**

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

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

RESOLUTION NO. 08-162

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IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR OLENTANGY CROSSINGS SECTION 7:

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

Stop Conditions –Olentangy Crossings Section 7

- On Township Road Number 337, Orangewick Drive North, at its intersection with Township Road Number 1478, Rail Timber Way

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

RESOLUTION NO. 08-163

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR THE FAIRWAYS AT BLUE CHURCH:

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

The Fairways at Blue Church

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that minor remedial work will be required during the 2008 construction season.

In accordance with the Subdivider’s Agreement, he recommends that the maintenance bond be set at **\$140,900** for the duration of the one year maintenance period. A Bond in that amount is available.

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

RESOLUTION NO. 08-164

IN THE MATTER OF APPROVING THE RELEASE OF THE MAINTENANCE BONDS FOR PRESIDENTIAL POINTE TURN LANE FROM SAWMILL PARKWAY:

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

Presidential Pointe Turn Lane From Sawmill Parkway

In June, 2007, your Board entered into agreement with Margello Development Company, the developer for the above referenced project. As Margello Development has completed this project to the satisfaction of this office, The Engineer recommends that you release the developer from their responsibility to this project and approve the return of their Letter of Credit which was posted as surety for this job.

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

RESOLUTION NO. 08-165

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND VARIOUS CHILD CARE PROVIDERS:

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

BASIC RATES

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

Hourly: Paid after 60 hours

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

Hourly Paid for .1 hour to 7.9 hours

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

Hourly: Paid after 50 hours

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

Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full	Part Time	Hourly
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Flying Dozer Learning Center 316 N. Main Street Johnstown, Ohio 43031	Infant	\$169.90	\$ 134.21	\$ 8.76
	Toddler	\$149.42	\$ 108.70	\$ 6.39
	Preschool	\$133.89	\$ 94.80	\$ 5.84
	Schoolage	\$102.38	\$ 71.99	\$ 5.39
	Summer School Age	\$122.30	\$ 88.24	\$ 5.39
	Before & After	\$102.38	\$ 71.99	\$ 5.39
	Before or After	\$ 76.00	\$ 71.99	\$ 5.39

Child Care Provider	Infants	Toddlers	Preschool	School
Erika Harvey 1884 Jermain Drive Columbus, Ohio 43219	\$147.34 Full	\$143.00 Full	\$132.58 Full	\$118.55 Full
	\$ 108.33 Part	\$ 110.72 Part	\$ 112.42 Part	\$ 89.61 Part
	\$ 5.17 Hourly	\$ 4.88 Hourly	\$ 5.77 Hourly	\$ 5.28 Hourly
	Summer Rate	\$130.73 Full	\$ 94.89 Part	\$ 6.08 Part time
Atanya Brown 3477 Courtland Drive Lewis Center, Ohio 43035	\$147.34 Full	\$143.00 Full	\$132.58 Full	\$118.55 Full
	\$ 108.33 Part	\$ 110.72 Part	\$ 112.42 Part	\$ 89.61 Part
	\$ 5.17 Hourly	\$ 4.88 Hourly	\$ 5.77 Hourly	\$ 5.28 Hourly
	Summer Rate	\$130.73 Full	\$ 94.89 Part	\$ 6.08 Part time
Samantha Ortiz 87 Village Gate Blvd Delaware, Ohio 43015	\$147.34 Full	\$143.00 Full	\$132.58 Full	\$118.55 Full
	\$ 108.33 Part	\$ 110.72 Part	\$ 112.42 Part	\$ 89.61 Part
	\$ 5.17 Hourly	\$ 4.88 Hourly	\$ 5.77 Hourly	\$ 5.28 Hourly
	Summer Rate	\$130.73 Full	\$ 94.89 Part	\$ 6.08 Part time

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

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

RESOLUTION NO. 08-166

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Celia Vail is resigning her position as Employment Counselor with the Department of Job and Family Services; effective date February 29, 2008.

Donna Bukovec is resigning her position as Adoption Specialist with the Department of Job and Family Services; effective date March 31, 2008.

Danielle Lopez did not start employment with the Department of Job and Family Services after previously approved; effective January 31, 2008.

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

RESOLUTION NO. 08-167

IN THE MATTER OF AWARDING THE BID FOR THE OECC CLARIFIER IMPROVEMENTS TO AMERITCON, INC:

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

Whereas sealed bids for O.E.C.C. CLARIFIER IMPROVEMENTS were received by the Board of County Commissioners on January 4, 2008, and

Whereas three (3) bids were received as part of the public bidding process, and

Whereas the lowest bid received was from Ameritcon, Inc. of Dayton, Ohio for \$132,630.00 for the base bid improvements, and

Whereas Ameritcon Inc. also submitted the lowest bid for \$19,000.00 each for bearing replacement as deemed necessary by the County and,

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Whereas the bid from Ameritcon Inc., was evaluated against the bidding requirements and was deemed to have submitted the lowest and best bid.

THEREFORE BE IT RESOLVED that the OECC CLARIFIER IMPROVEMENTS be awarded to Ameritcon, Inc., of Dayton, Ohio.

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

**RESOLUTION NO. 08-168**

**IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE REVOLVING LOAN FUND SEMI-ANNUAL REPORT WITH THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS:**

It was moved by Mr. Ward, seconded by Mr. Evans to authorize the submittal of RLF report:

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, Delaware County has a Revolving Loan Fund, which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income households; and

WHEREAS, Office of Housing and Community Partnerships (OHCP) in the Ohio Department of Development (ODOD) has requested that Delaware County significantly reduce its Revolving Loan Fund (RLF) balance by spending said funds on eligible CDBG activities meeting a CDBG National Objective; and

WHEREAS, the Ohio Department of Development requires the County to submit a report of the RLF funds for their review.

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

Section 1. The Delaware County Board of Commissioners hereby authorizes the submittal of the Semi-Annual RLF Report for the period of July 1, 2007 – December 31, 2007 to Ohio Department of Development, Office of Housing and Community Partnership.

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

**RESOLUTION NO. 08-169**

**IN THE MATTER OF AUTHORIZING ENTERING INTO A DEVELOPMENT AGREEMENT WITH THE VILLAGE OF SUNBURY AND THE KROGER CO.:**

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

WHEREAS, Delaware County has a Revolving Loan Fund, which is capitalized with CDBG funds, with use of these funds requiring a National Objective of assisting eligible low-moderate income (LMI) households; and,

WHEREAS, the Kroger Company desires to construct and own a 74,500 square foot store to be located along US 36/SR 37 /SR 3 in the Village of Sunbury which will result in the creation of 153 new jobs, of which a minimum of 51% (or 78 jobs) must be provided to qualifying low-moderate income (LMI) individuals; and,

WHEREAS, the Delaware County Commissioners approved Resolution No. 07-1092 dated September 4, 2007, to use Delaware County RLF in an amount not to exceed \$500,000 to assist the Kroger Shopping Center Project with the cost of off-site infrastructure in support of said project; and,

WHEREAS, Kroger has requested the County and the Village to make and obtain certain off-site infrastructure development improvement commitments for the benefit of the proposed Project; and,

WHEREAS, the Village of Sunbury and Kroger have already signed the Development Agreement, and this Agreement is to be followed by a TIF Agreement that will not involve any further financial commitment from the County; and,

WHEREAS, the County is authorized to enter into a Development Agreement with Village of Sunbury, Kroger Company, and Vincent Romanelli Investments LLC, David R. Hughes Investments LLC, and Darrel R. Miller Investments LLC, in order to secure the Project.

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NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT RESOLVED that the Delaware County Board of Commissioners does hereby authorize entering into the Development Agreement.

DEVELOPMENT AGREEMENT

The Development Agreement (the “Agreement”) is made and entered into as of February 11, 2008, by and among the Village of Sunbury, Ohio (the “Village”), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio, the County of Delaware, Ohio (the “County”), a county and political subdivision duly organized and validly existing under the Constitution and the laws of the State of Ohio, Vincent Romanelli Investments, LLC, an Ohio limited liability company, David R. Hughes Investments LLC, an Ohio limited liability company (collectively, the “Developer”), and The Kroger Co., an Ohio corporation (“Kroger”).

WITNESSETH:

WHEREAS, the Developer and Kroger desire to construct a retail shopping center, including a Kroger grocery store (the “Project”) at the southwest corner of the State Route 3-U.S. Route 36/State Route 37 intersection (the “Site”) substantially in accordance with the site plan (the “Site Plan”) for the Site as attached hereto as Exhibit A: and

WHEREAS, in order to successfully develop the Project at the Site substantially in accordance with the Site Plan, it is necessary to construct certain off-Site public infrastructure improvements (the “Improvements”), consisting of the following improvements: (1) the improvements required to construct the necessary infrastructure as described on Exhibit B attached hereto and approve by the Village and the Ohio Department of Transportation in order to mitigate the traffic impacts of the proposed development; (2) the necessary improvements described on Exhibit C attached hereto at the intersections surrounding and adjacent to the proposed development site to allow safe pedestrian access to the proposed development site (these improvements include but are not limited to: new concrete walks and curb ramps, modifications to existing curb ramps to make them ADA compliant, new LED pedestrian signal heads, new crosswalk lines, and other appurtenances as required) ; and (3) other improvements required by the Ohio Department of Transportation to provide the proper level of service and protect the safety of the public; and

WHEREAS, costs of the Improvements will be financed through public and private contributions from the Developer, Kroger, the Village and the County; and

WHEREAS, the parties hereto desire to set forth their general agreement regarding the development of the Project and the Project and the construction and financing of the Improvements, with such general agreement to be more fully described and agreed upon in a Tax Increment Financing and Economic Development Agreement (the “TIF Agreement”) by and among the parties hereto;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereto agree to the foregoing as follows:

**Section 1.      General Agreement.** In consideration of the Village’s agreement to construct or cause to be constructed the Improvements, the Developer and Kroger agree to construct the Project substantially in accordance with the Site Plan. In consideration of the development of the Project substantially in accordance with the Site Plan by the Developer and Kroger and the contributions of the Developer, Kroger and the County as provided herein, the Village agrees it will construct or cause to be constructed the Improvements. The final scope, detail and timing of the Improvements will be agreed upon by the parties hereto and set forth in the TIF agreement. The covenants contained in this Agreement are subject to the receipt of zoning and other approvals necessary for the development of the Project substantially in accordance with the Site Plan.

**Section 2.      Financing of Improvements.** The Village, Developer, Kroger and the County agree that the costs of the Improvements will be financed from the following sources:

County Contribution	\$500,000
Developer Contribution	650,000
Kroger Contribution	650,000
Village Contribution (Projected Debt Issue)*	750,000
Total	\$2,550,000

\* Village TIF to pay debt service on debt issue

The timing, manner and other details of payment for costs of the Improvements will be agreed upon and set forth in the TIF agreement. The Developer and Kroger acknowledge and agree that, if requested by the Village, the Developer and/or Kroger will furnish a letter of credit in support of the debt issued by the

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Village to fund the Village’s contribution for the costs of the Improvements. The letter of credit will be in an amount equal to the principal amount of the debt issued by the Village plus up to one year’s interest thereon. Specific terms of the letter of credit and conditions for the termination of the obligation to provide the letter of credit upon achievement of acceptable debt service coverage will be agreed upon and set forth in the TIF Agreement.

It is understood by all parties hereto that the original estimate for the cost of the Improvements is \$2,462,000. The Village, Developer and County will pay cost of Improvement in excess of \$2,550,000 in a manner to be agreed upon in the TIF agreement. Other than its \$650,000 contribution, its obligation to provide the letter of credit and its obligation to pay generally applicable taxes, service payments in lieu of taxes (including minimum service payment obligations in support of Village and County agree that Kroger will not be requested or required to pay any additional amounts for the costs of the Improvements.

**Section 3. TIF Agreement.** The TIF Agreement will be in a form and contain provisions as agreed upon by the parties thereto and is subject to the legislative approval of the Village and County; provided that the developer may assign this Agreement to an entity owned or controlled by one or more of the persons named as Developer herein or their respective affiliates, with notice to, but without any required consent of, the other parties hereto. In addition to other provisions discussed in the Agreement, the TIF Agreement will contain customary covenants of the Developer and Kroger regarding service payments in lieu of taxes (including minimum service payment obligations), filing of TIF exemption applications, provision of information necessary for the Village to comply with its State reporting requirements and Tax Incentive Review Council responsibilities, and compliance with statutory non-discriminatory hiring requirements. The Developer and Kroger acknowledge and agree that these covenants will be recorded as covenants running with the Site land and must be prior to any mortgages or any other encumbrances on the Site land. The TIF Agreement will also contain customary representations and warranties of the Developer and Kroger.

**Section 4. Successors: Assignment: Amendments.** Except as otherwise provided herein, the parties hereto may only assign this Agreement with the consent of all parties hereto. This Agreement may only be amended by written instrument executed by all parties hereto.

**Section 5. Extent of Covenants: No Personal Liability.** All covenants, stipulations, obligations and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. No covenant, stipulation, obligation or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent, or employee of any of the parties hereto in their individual capacity.

**Section 6. Separate Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.

**Section 7. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties.

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

RESOLUTION NO. 08-170

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR THE VICTIM OF CRIME ACT GRANT:

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

<b>Transfer of Funds</b>	
<b>FROM:</b>	<b>TO:</b>
10012301-5801	23612302-4601
Victims Assistants-Transfers	Victims of Crime Grant-Interfund Revenue
	\$ 7,600.00

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

RESOLUTION NO. 08-171

IN THE MATTER OF GRANTING A LICENSE AND RIGHT OF ENTRY TO THE CITY OF DELAWARE:

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

LICENSE AND RIGHT OF ENTRY



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The Board of Commissioners of Delaware County, Ohio, Grantors, in consideration of the mutual promises herein contained and other good and valuable consideration received, do hereby grant to the City of Delaware, Ohio, Grantee, its employees, consultants, contractors, agents and assigns the right and license to enter upon the real estate owned by Grantor located in the City of Delaware, Ohio on the eastern bank of the Olentangy River between East Central Avenue and East Winter Street and being Delaware County Parcel Number 5194312301000 for the following purposes(s): To use the subject property for a staging area for equipment and materials for the low head dam removal to take place beginning with the execution of this License and Right of Entry and completed by June 1, 2008.

The above right and license is granted under the following conditions:

- 1. That any damage to the existing property caused by the entry be restored and or replaced by the grantee or it’s representatives as described above at no cost to the Grantor.
- 2. That photographic or video documentation of the existing conditions and of the work being performed will be done by the Grantee. Copies of the documentation will be provided to the Grantor at no cost if requested.

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

RESOLUTION NO. 08-172

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

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

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

RESOLUTION NO. 08-173

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 10:30AM.

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

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 11, 2008

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Letha George, Clerk to the Commissioners