

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 12, 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

PUBLIC COMMENT

Mr. Joe Warren spoke to the Commissioners
(Complete Record On The Official Cd Minutes)

RESOLUTION NO. 08-688

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 9, 2008 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held June 9, 2008 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 08-689

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0611 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0611:

It was moved by Mr. Ward, seconded by Mr. Evans to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0611, memo transfers in batch numbers MTAPR0611 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Rosemont Center Inc.	Residential Treatment	22511607-5342	\$ 21,500.00
La Petite Academy Inc.	Day Care	22411610-5348	\$ 27,500.00
Lil Tykes Learning Childcare	Day Care	22411610-5348	\$ 27,500.00
Increases			
Del Area Career Center	Job and Family Services Program	22411601-5348	\$ 45,000.00
Downes, Hurst and Fishel	Legal Fees	10011108-5361	\$ 5,000.00
Downes, Hurst and Fishel	Legal Fees	10011303-5361	\$ 3,000.00
Pomegranate Health systems	Residential Treatment	22511607-5342	\$ 35,000.00
Starr Commonwealth	Residential Treatment	22511607-5342	\$ 59,000.00
The Learning Center	Day Care	22411610-5348	\$ 20,000.00
Vouchers			
Consolidated Electric	Channing Ballast	40111402-5268	\$ 5,169.17
Mobile Tek Consulting LLC	Electronic EMS Reporting	40111402-5450	\$ 62,038.00
The Trident Group	Security	10011102-5301	\$ 7,816.25
G & G Enterprises	Jones Timms Ditch	40311422-5430	\$ 45,605.23
Quandel	Construction Management CFOA	43111424-5410	\$ 93,000.00
Patricia Jones	Day Care	22411610-5348	\$ 5,647.22
T & J Junior Academy	Day Care	22411610-5348	\$ 8,153.20
Treasurer	Elks & Leffler Real Estate Taxes	10011102-5380	\$ 5,260.19
Squire, Sanders & Dempsey	Legal Services	21011113-5361	\$ 10,870.16
Verizon Select Services, Inc.	Sentinel Command Post	21411306-5450	\$ 24,980.00
B & C Communications	Installation of Radio Interface	21411306-5333	\$ 1,000.00
B & C Communications	Units & Radio Accessories	21411306-5260	\$ 6,549.15
State of OH Treasurer	State Audit	10011102-5301	\$ 19,133.13
City of Delaware	Municipal Prosecutor	10011102-5301	\$ 11,970.00
Liberty Community Center	Day Care	22411610-5348	\$ 22,220.60
Children's Discovery Place	Day Care	22411610-5348	\$ 7,147.75
The Learning Center	Day Care	22411610-5348	\$ 6,486.50
Delaware Union Educational Cntr	After School Program	22411601-5348	\$ 27,905.42
Delaware Area Career Center	Jump Start	22411601-5348	\$ 13,024.35
Christian Children's Home of OH	Residential Treatment	22511607-5342	\$ 8,952.60
LHS Family & Youth Services	Residential Treatment	22511607-5342	\$ 11,640.00
Kokomo Academy	Residential Treatment	22511607-5342	\$ 10,725.00
Maryhaven Inc.	Residential Treatment	22511607-5342	\$ 5,141.00
Starr Commonwealth	Residential Treatment	22511607-5342	\$ 6,639.84

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Pomegranate Health Systems of OH	Residential Treatment	22511607-5342	\$	11,904.00		
Kindercare Neverland	Day Care	22411610-5348	\$	30,730.92		
Kindercare Neverland	Day Care	22511607-5348	\$	1,116.04		
Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye

RESOLUTION NO. 08-690

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire Karen Cohen as a Social Worker III, with the Department of Job and Family Services; effective date June 30, 2008.

Recommendation to hire Anetrice Saunders as a Social Worker II, with the Department of Job and Family Services; effective date June 18, 2008.

Recommendation to hire Joey Beth Cotter as a Social Worker II-Intake, with the Department of Job and Family Services; effective date June 16, 2008.

Recommendation to approve 134.26 hours of Leave-With-Out-Pay for Jody Scheff with the Department of Job and Family Services.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye
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RESOLUTION NO. 08-691

A RESOLUTION AUTHORIZING EXECUTION OF A COMMUNITY REINVESTMENT AREA AGREEMENT WITH STATE AUTOMOBILE MUTUAL INSURANCE COMPANY DATA CENTER PROJECT:

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

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

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

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

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

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

- SECTION 1.

The Board of County Commissioners recognizes that the Tax Incentive Negotiating Committee for Liberty Township CRA has investigated the application submitted by State Automobile Mutual Insurance Company and determined that State Automobile Mutual Insurance Company is qualified to create job opportunities in said CRA.
- SECTION 2.

That the CRA Application submitted by State Automobile Mutual Insurance Company on April 4, 2008, as subsequently modified by the Agreement noted in SECTION 3 below is hereby approved.
- SECTION 3.

The Community Reinvestment Area Agreement, substantially in the form attached hereto as Exhibit A and made a part hereof, including but not limited to the 10 year, 75% average property tax exemption provided therein to facilitate the State Automobile Mutual Insurance Company, is hereby approved and authorized with changes therein not inconsistent with this resolution and not substantially adverse to the County, and any two or more members of this Board are hereby

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authorized to execute the Community Reinvestment Area Agreement and directed to take any further actions, and execute and deliver any further agreements, certificates or documents necessary to accomplish the granting of the incentives described in the Community Reinvestment Area Agreement, provided further that the approval of changes thereto by those members that execute the Agreement, and their character as not being substantially adverse to the County, shall be evidenced conclusively by their execution thereof.

SECTION 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.

COMMUNITY REINVESTMENT AREA AGREEMENT

This Agreement made and entered into by and between **State Automobile Mutual Insurance Company**, with its main offices located at 518 E. Broad St., Columbus, Ohio 43215, (hereinafter referred to as the "COMPANY"), the **Board of County Commissioners of Delaware County**, Ohio with its main offices located at 101 North Sandusky Street, Delaware, Ohio 43015 (hereinafter referred to as the "County"), and **Liberty Township** (hereinafter referred to as "Township") with its main offices located at 10104 Brewster Lane, Suite 125, Powell, Ohio 43065.

WITNESSETH;

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

WHEREAS, State Automobile Mutual Insurance Company is desirous of constructing and expanding its business operations by constructing a state-of-the-art Data Center facility to be located at the Park @ Greif corporate business park on tax parcel number 41944005004000. The new facility will be approximately 22,000 square feet in size, to be used for data center processing and technology activities. In addition, the COMPANY desire to retain jobs and payroll, and investment in new machinery and equipment at the new data center facility, to be located at the Park @ Greif corporate business park on tax parcel number 41944005004000, Liberty Township, Powell, Delaware County, Ohio, hereinafter be referred to as the "PROJECT site", and the improvements to be constructed and invested in at the PROJECT site shall constitute the "PROJECT". The PROJECT site shall be owned by State Automobile Mutual Insurance Company on land described in **EXHIBIT B**, attached hereto and made a part hereof, and is within the boundaries of the aforementioned Community Reinvestment Area (CRA). State Automobile Mutual Insurance Company shall carry out the proposed PROJECT at said PROJECT site, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

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

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

WHEREAS, the County and the Township have determined that State Automobile Mutual Insurance Company 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 State Automobile Mutual Insurance Company with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, State Automobile Mutual Insurance Company 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, State Automobile Mutual Insurance Company has remitted the required state application fee of **\$750.00** made payable to the Ohio Department of Development with the application to be forwarded with the final Agreement; and

WHEREAS, the Tax Incentive Negotiating Committee for the Delaware County / Liberty Township Community Reinvestment Area has investigated the application of State Automobile Mutual Insurance Company and has recommended the same to the Board of Trustees of Liberty Township and the Delaware County Board of

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Commissioners on the basis that State Automobile Mutual Insurance Company 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 State Automobile Mutual Insurance Company 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 (collectively the "School Districts") have been notified in accordance with Section 5709.83 and have been given a copy of the APPLICATION; and

WHEREAS, the School Districts are not required to approve this Community Reinvestment Area Agreement pursuant to section 3735.671 (A)(2) of the Revised Code and by virtue of a School Compensation Agreement between State Automobile Mutual Insurance Company and the School Districts, 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. State Automobile Mutual Insurance Company shall build an approximately 22,000 square foot Data Center facility to be located at the Park @ Greif corporate business park on tax parcel number 41944005004000, Liberty Township, Powell, Delaware County, Ohio. The facility will be owned by State Automobile Mutual Insurance Company, and be used for state-of-the-art Data Center operations on land described in **EXHIBIT B**. The cost of the real property building improvements associated with the construction of this new facility is estimated to be \$14,400,000. Said cost will include an estimated \$700,000 for real property acquisition , an estimate \$9,900,000 for construction of the data center facility building, and an estimated \$3,800,000 for machinery and equipment that will be affixed to the data center facility. State Automobile Mutual Insurance Company shall own, and State Automobile Mutual Insurance Company shall occupy, the new data center facility that constitutes the PROJECT site and remain in operation at said PROJECT site for the entire term of this Agreement, which shall end on **January 1, 2020**, The COMPANY agrees not to annex the project site throughout the term of the Agreement.

In addition, State Automobile Mutual Insurance Company shall lease and /or purchase new machinery and equipment, with this investment estimated to be \$4,000,000.

The PROJECT will involve an estimated total investment by State Automobile Mutual Insurance Company of \$18,400,000 (Eighteen Million Four Hundred Thousand Dollars) **plus or minus ten percent**, at the PROJECT site in Liberty Township. Included in this estimated total investment are: \$14,400,000 (Fourteen Million Four Hundred Thousand Dollars) for real property improvements to construct the COMPANY's new facility, a state-of-the-art data center facility at the PROJECT site located at the Park @ Greif corporate business park on tax parcel number 41944005004000, in Liberty Township; and invest \$4,000,000 (Four Million Dollars) for new machinery & equipment, \$0.00 (Zero Dollars) for new furniture & fixtures, and \$0.00 (Zero Dollars) for new inventory at the PROJECT site.

The PROJECT will begin on or about September 1, 2008, and all building improvements shall be completed by July 1, 2010 and all acquisition of personal property listed as part of the PROJECT shall be completed by July 1, 2010.

The total investment of this new construction project is greater than 10% of the market value of the facility assets already owned at the site prior to such expenditures, which is estimated to be \$0.00. The PROJECT is determined to be eligible as a significant new investment via the construction of a new data center facility at the Park @ Greif corporate business park on tax parcel number 41944005004000, Liberty Township, Powell, Delaware County, Ohio via the construction of a new data center facility for data processing purposes, and the purchase of new machinery & equipment.

2. State Automobile Mutual Insurance Company shall create within a time period not exceeding 36 months after the completion of construction by State Automobile Mutual Insurance Company and subsequent occupancy by the COMPANY of the proposed PROJECT (estimated to be no later than July 1, 2010) of the aforesaid facility, the equivalent of 0 new full-time permanent job opportunities, 0 new part-time permanent job opportunities, 0 full-time temporary job opportunities, and 0 part-time temporary job opportunities, for a total of 0 full-time equivalent (FTE) job opportunities to be created by the PROJECT. In addition, the COMPANY shall retain a minimum of 10 full-time equivalent (FTE) existing jobs, currently consisting of 10 full-time and 0 part-time jobs, at the PROJECT site. Full-time permanent job opportunities shall include direct employees of the COMPANY, employees engaged directly by either one of the COMPANY as independent contractors to which one of the COMPANY issues an IRS Form 1099, or employees of contractors, joint venture partners or licensees operating under agreement with either one of the COMPANY that are performing functions or services for either one of the COMPANYS at the Project site.

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The COMPANY schedule for retaining full-time permanent, part-time permanent, and temporary job opportunities is as follows: 10 FTE jobs retained at the PROJECT site, in **Year One 2010**.

As of May 28, 2008, the COMPANY had 881 full-time permanent employees, 36 part-time permanent employees, 11 full-time temporary employees, and 2 part-time temporary employees for a total of 930 employees in the State of Ohio.

The PROJECT shall result in a total of at least 10 full-time permanent positions in place at the PROJECT site as of July 1, 2010.

It is expected that this increase via the full implementation of the PROJECT will result in additional annual payroll for the COMPANY of approximately \$ 0.00 (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 \$ 0 (Dollars) of additional annual payroll for the COMPANY at the PROJECT site. It is estimated that the retaining of at least 10 FTE jobs shall result in \$450,000 (Four Hundred Fifty Thousand Dollars) retained annual payroll for the COMPANY at the PROJECT site.

3. The COMPANY shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the enterprises' compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the Council. If the COMPANY hires new employees, the COMPANY shall submit an employment plan (the "Employment Plan") to be updated annually, which establishes goals for hiring new employees. For purposes of this section new employees do not include retained employees. Compliance with the Employment Plan shall be based on the COMPANY demonstrating a best faith effort to meet the Plan's goals. The Plan shall include the following criteria:

- a. The COMPANY 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 COMPANY 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 COMPANY agree to undertake the following tasks during the term of this Agreement:

- a. The COMPANY shall maintain a membership in a Chamber of Commerce of their choice as long as said Chamber is headquartered in Delaware County.
 - b. The COMPANY 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 COMPANY and the DACC.
 - c. The COMPANY shall, within twelve (12) months of this Agreement, meet with members of the Delaware County Youth Employer Connections Sub Committee and the Delaware County Economic Development Department to determine if it would be possible to develop a Workforce Investment Act (WIA) Youth Workplace Experiences Program (YWEP) to be located at the PROJECT site. Such a program may include development of jobs for youth, a mentoring program, job shadowing, and / or tours of the COMPANY, and ongoing support for the program to the COMPANY from the WIA subcommittee.
4. The County hereby grants State Automobile Mutual Insurance Company an average **75%** 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:

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<u>Year</u>	<u>Exemption Percent</u>
1	75%
2	75%
3	75%
4	75%
5	75%
6	75%
7	75%
8	75%
9	75%
10	75%

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

Each identified PROJECT improvement will receive a 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 January 1, 2010 nor extend beyond January 1, 2020. The COMPANY shall occupy and remain in operation at the PROJECT site at least until January 1, 2021.

5. Pursuant to Chapter 3735 and Section 5709.82 (C) (2) & (D) of the Ohio Revised Code, State Automobile Mutual Insurance Company shall make annual payments to the Olentangy Local School District (OLSD) and the Delaware Area Career Center (DACC) coinciding with the term of the tax exemptions granted above. The annual payment from State Automobile Mutual Insurance Company to OLSD shall be \$42,071.36 per year for ten years for a total amount of \$420,713.60. The annual payment to DACC shall be \$3,009.09 per year for ten years for a total amount of \$30,090.90.

The payments shall be for the benefit educational initiatives on behalf of the Olentangy Local School District and the Delaware Area Career Center. The first payments to OLSD and DACC shall be due by December 31, 2010, with each subsequent payment due by December 31 of each subsequent year, with the 10th and final payment being due by December 31, 2019.

These payments shall be subject to the terms and conditions of a separate Compensation Agreement between State Automobile Mutual Insurance Company, Olentangy Local School District, and the Delaware Area Career Center. By virtue of this School Compensation Agreement the Boards of Education of OLSD and DACC are not required to approve this agreement, pursuant to section 3735.671 (A)(2) of the Revised Code. A copy of the School Compensation Agreement is attached hereto as **EXHIBIT D** and by this reference fully incorporated herein.

6. State Automobile Mutual Insurance Company shall pay an annual fee of **Five Hundred Dollars (\$500.00)** for each year that this Agreement is in effect and tax exemptions are granted. The fee shall be made payable to Delaware County once per year, and shall be due on December 31 of each year beginning with December 31, 2010, with the last payment due on December 31, 2019. The fee shall be paid by check made out to Delaware County and shall be submitted to the County Commissioners Office. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 3735.671(D) of the Ohio Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Ohio Revised Code exclusively for the purpose of performing the duties prescribed under that section.
7. As applicable, State Automobile Mutual Insurance Company must file the appropriate tax forms (DTE 24) with the Delaware County Auditor and (#913) with the State Department of Taxation to effect and maintain the exemptions covered in this Agreement. The #913 Ohio tax form must be filed by State Automobile Mutual Insurance Company annually. Copies of these tax forms shall also be provided by State Automobile Mutual Insurance Company annually to the applicable Tax Incentive Review Council. In addition, State Automobile Mutual Insurance Company may file additional and supplementary documentation, which might be helpful in demonstrating their compliance with the terms of this Agreement.
8. State Automobile Mutual Insurance Company 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 State Automobile Mutual Insurance Company fails to pay such taxes or file such returns and reports as and when due, all incentives granted under this Agreement as to such entity's property are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
9. Delaware County and Liberty Township shall perform such acts as are reasonably necessary or

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appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

10. If for any reason said CRA designation expires, the Director of the Ohio Department of Development revokes certification of the CRA, or the Board of Trustees of Liberty Township or the Delaware County Board of Commissioners revokes the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless State Automobile Mutual Insurance Company materially fail to fulfill its obligations under this Agreement, and Liberty Township and Delaware County terminate or modify the exemptions from taxation granted under this Agreement.
11. If State Automobile Mutual Insurance Company materially fail to fulfill its obligations under any provision of this Agreement, other than with respect to the number of employee positions estimated to be retained under this Agreement, or if State Automobile Mutual Insurance Company file a petition for relief pursuant to the United States Bankruptcy Code, or if Delaware County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, Delaware County and Liberty Township subject to the cure provision described below, may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment, from State Automobile Mutual Insurance Company, of a percentage of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement as indicated below:

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

In the event that repayment is required, the County shall be secured by a lien on the exempted property in the amount required to be repaid. Notwithstanding any other section of this agreement, if Delaware County or Liberty Township determine that Sate Automobile Mutual Insurance Company has materially failed to fulfill its obligations under any provision of this Agreement, the County or Township shall provide the COMPANY with written notice describing any such material failure. Upon receipt of said notice the COMPANY shall have 30 (thirty) calendar days in which to cure any such material failure and shall before the 30th (thirtieth) calendar day after notice was received provide the County and Township written notice that said material failure has been cured.

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 COMPANY 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, State Automobile Mutual Insurance Company shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this Agreement during that three-year period. In addition, Liberty Township or Delaware County may terminate or modify the exemptions from taxation granted under this Agreement. In the event that repayment is required, the County shall be secured by a lien on the exempted property in the amount required to be repaid

The COMPANY shall provide payroll information for each employee quarterly to both the County and the Township no later than 30 days after the end of each calendar year. The information shall not include personal information such as the employee's name, address or social security number.

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

13. State Automobile Mutual Insurance Company hereby certify that at the time this Agreement is executed it (a) does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio; (b) do not owe delinquent taxes for which it is 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) has not filed a petition in bankruptcy under the United States Bankruptcy Code, or such a petition has not been filed against State Automobile Mutual Insurance Company. For the

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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. State Automobile Mutual Insurance Company affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
15. State Automobile Mutual Insurance Company, Liberty Township, and Delaware County acknowledge that this CRA Agreement must be approved by formal action of the legislative authority of Liberty Township and Delaware County as a condition for the Agreement to take effect. This agreement takes effect upon such approval. A copy of this agreement must be forwarded by the County and Township to the Ohio Departments of Taxation and Development within fifteen (15) days of approval to be finalized. All Parties to this Agreement must sign said Agreement prior to Delaware County sending said Agreement to the Ohio Departments of Taxation and Development.
16. Delaware County has developed a policy to ensure that recipients of CRA tax benefits practice non-discrimination in their operations. By executing this Agreement, State Automobile Mutual Insurance Company 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 State Automobile Mutual Insurance Company 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 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
18. State Automobile Mutual Insurance Company 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 State Automobile Mutual Insurance Company have knowingly made a false statement to the State or local political subdivisions to obtain the Community Reinvestment Areas incentives, State Automobile Mutual Insurance Company 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 Liberty Township and Delaware County.
20. The County, the Township and the COMPANY each agree and acknowledge that for so long as any portion of the PROJECT is exempt from ad valorem [real] property taxation pursuant to this Agreement, no party to this Agreement shall make, or consent to the making of, an application for any additional exemption from real or personal property taxation for any other portion of the Project without first receiving the prior written consent of the other parties to this Agreement. The County, the Township and the COMPANY each further acknowledge and agree that the possession by the Delaware County Port Authority (the "Port Authority") of an ownership interest in any portion of the PROJECT shall not affect the status, as exempt or nonexempt for ad valorem tax purposes, of any portion of the PROJECT, which shall be determined as if the COMPANY possess the entire ownership interest in the Project, and further, in the event that the possession by the Port Authority of an ownership interest in the Project would, as a matter of law and notwithstanding the foregoing agreement among the parties hereto, cause any portion of the Project to be exempt from ad valorem property taxes that would not be exempt under the terms of this Agreement, the COMPANY agree to make payments in the amounts and at the times that ad valorem property taxes would have been payable with respect to all or such portion of the Project to each governmental entity levying ad valorem property taxes within the area in which the Project is located.

(The remainder of this page was intentionally left blank.)

IN WITNESS WHEREOF, the Board of County Commissioners, Delaware County, Ohio by and pursuant to Resolution Number 06-438 and Resolution Number 08-, has caused this instrument to be executed this ____ day of ____, 2008, the Board of Trustees of Liberty Township, Delaware County, Ohio, and pursuant to Resolution Number ____, has caused this instrument to be executed this ____ day of ____, 2008, and State Automobile Mutual Insurance Company has caused this instrument to be executed this ____ day of ____, 2008,

Exhibit A

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Delaware County/Liberty Township
Community Reinvestment Area #04105788-01
Map & Description

Exhibit B

State Automobile Mutual Insurance –Description of Project Site
Lot 3863 of Greif Park-Delaware County Tax Parcel #41944005004000

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

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

Exhibit C

State Automobile Mutual Insurance Application for Community Reinvestment Area (CRA)

Exhibit D

School Compensation Agreement

(On file with the Delaware County Economic Development Department until no longer of Administrative Value.)

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

RESOLUTION NO. 08-692

IN THE MATTER OF AUTHORIZING AN AGREEMENT BETWEEN THE OHIO REGIONAL DEVELOPMENT CORPORATION AND THE DELAWARE COUNTY COMMISSIONERS FOR THE PROVISION OF CDBG FY 2008 FAIR HOUSING CONSULTING SERVICES, CONTINGENT THAT DELAWARE COUNTY RECEIVES THE CDBG FY 2008 FUNDS FROM OHIO DEPARTMENT OF DEVELOPMENT:

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

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

WHEREAS, participation in the CDBG program requires that efforts be made to affirmatively further fair housing locally, and

WHEREAS, Delaware County is applying for Six Thousand One Hundred Dollars (\$6,100) through the FY08CDBG Formula Program for Fair Housing activities.

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

Section 1. That the Board of Commissioners authorizes the President of the Board to execute an Agreement for Fair Housing Consulting Services with The Ohio Regional Development Corporation in an amount not to exceed Six Thousand One Hundred Dollars (\$6,100) contingent on Delaware County receiving approval of the FY 2008 Grant from the Ohio Department of Development.

Section 2. That this Resolution shall take effect and be in force immediately after the Ohio Department of Development awards the FY 2008 Grant to Delaware County.

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**FAIR HOUSING
AGREEMENT**

The purpose of this agreement is to outline the responsibilities of Delaware County and Ohio Regional Development Corporation (ORDC) in complying with the Fair Housing requirements in conjunction with the Delaware County FY 2008 CDBG Formula Program in a timely and professional manner as follows:

General Information:

ORDC's full time Housing Coordinator and staff will be available to receive and handle fair housing questions and complaints. In this regard an ORDC 1-800 telephone line has been established and published. The 1-800 telephone line will ring into this office and we will take calls five days a week from 8:00 am to 4:00 pm, excluding the lunch hour, daily. The lunch hour is scheduled from 12:00 noon to 1:00 pm. A voice mail system is also in place to receive messages and inquiries during also the lunch hour and after regular business hours. ORDC will spend time with callers to discuss their Fair Housing concerns. A system to record the nature of the calls, the actions taken on each call and the result of the action taken has been established. A tracking system of calls received by area has also been established.

Fair Housing Complaint Intake and Referral:

Complaints that are received that are not fair housing complaints will be referred to the appropriate person or office. If the complaint could be a potential fair housing complaint, the Fair Housing Coordinator will inform the complainant of his/her rights to fair housing, of remedies that are available, offer written literature, offer an appointment to discuss the complaint and to help a complainant file a written complaint or offer to mail a complaint form to them to complete the form themselves. If the complainant prefers to deal directly with the Ohio Civil Rights Commission (OCRC), the Fair Housing Coordinator will offer the address and telephone number of the regional Ohio Civil Rights Office. If a complainant requires a "face to face" meeting with a staff person, ORDC will meet them in Delaware County at a convenient place and an acceptable and reasonable time for all parties concerned. ORDC will receive and log all complaints and handle all necessary paper work.

Training:

Seminars will be conducted to fulfill all Fair Housing requirements for your individual program. Each seminar will generally follow ORDC's "Fair Housing Seminar Format", and will be tailored for Delaware County's audience.

Outreach:

At a minimum, the number of copies of current Fair Housing brochures identified in the fair housing program will be distributed in places that will benefit the target area as specified in the program. Additional copies, as requested by agencies, will be provided at no additional charge. ORDC literature identifies the telephone number for the speech/hearing impaired. It also identifies a local contact number. ORDC will take whatever reasonable measures are needed to meet guidelines.

Reports:

A fair housing report will be issued for Delaware County on a semi-annual basis as well as a final report at the end of the grant period. The reports will contain information on the number of meetings, number of complaints and their outcomes (if known or available), number of brochures and posters distributed and the locations, and general information on the progress of the activities. All required forms will be maintained within the records and made available as needed, as they relate to the Fair Housing Program. All pertaining State and Federal guidelines will be followed.

Time of Performance

The services of the ORDC coincide with the grant period of September 1, 2008 until August 31, 2009.

Cost and Method of Payment

The cost including all overhead, travel and other expenses will be \$6,100. ORDC will invoice for work completed according to an agreed upon schedule.

Termination of Contract

If, through any cause, ORDC shall fail to fulfill in a timely and proper manner his obligations under this contract, or if ORDC shall violate any of the covenants, agreements or stipulations of this contract, the agency shall thereupon have the right to terminate this contract by giving written notice to the ORDC of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings,

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maps, models, photographs and reports prepared by ORDC under this contract shall, at the option of the Agency, become its property and ORDC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, ORDC shall not be relieved of liability to the Agency for damages sustained by the Agency, by virtue of any breach of the contract by ORDC, and the Agency may withhold any payments to ORDC, for the purpose of set-off until such time as the exact amount of the damages due the Agency from ORDC is determined.

Either party may terminate the Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In the event, all finished or unfinished documents and other materials shall, at the option of the Agency, become its property. If the Agreement is terminated by the Agency as provided herein, ORDC will be paid an amount based on the time and expenses incurred by ORDC prior to the effective date of such termination.

General Conditions

- A) **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- B) **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- C) **Findings for Recovery:** ORDC certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

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

RESOLUTION NO. 08-693

A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AND ECONOMIC DEVELOPMENT AGREEMENT IN CONNECTION WITH THE FINANCING AND CONSTRUCTION OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE VILLAGE OF SUNBURY, OHIO:

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

WHEREAS, David R. Hughes Investments LLC and Darrel R. Miller Investments LLC (collectively, the “Developer”) and The Kroger Co. (“Kroger”) have acquired certain real property located in the Village of Sunbury, Ohio (the “Village”) (such real property being referred to as the “Parcels”); and

WHEREAS, the Developer and Kroger contemplate constructing their respective portions of a retail shopping center (the “Project”) on the Parcels; and

WHEREAS, this County, the Village, the Developer and Kroger have entered into a Development Agreement dated February 11, 2008 (the “Development Agreement”), pertaining to the development of the Project on the Parcels; and

WHEREAS, in order to successfully develop the Project on the Parcels, it is necessary to construct or to cause to be constructed certain public infrastructure improvements (the “Public Infrastructure Improvements”) which will directly benefit the Project and the Parcels and which constitute the “Improvements” as that term is defined in the Development Agreement; and

WHEREAS, pursuant to the Development Agreement, costs of the Public Infrastructure Improvements will be financed through public and private contributions from this County, the Village, the Developer and Kroger; and

WHEREAS, this Board finds and determines that the Project will be in the best interest of the County and its residents and that it is in the best interest of the County to provide for the execution and delivery of a Tax Increment Financing and Economic Development Agreement with the Village, the Developer and Kroger to provide for the financing and construction of the Public Infrastructure Improvements;

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

Section 1. Execution of a Tax Increment Financing and Economic Development Agreement. The Tax Increment Financing and Economic Development Agreement by and among this County, the Village, the Developer

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and Kroger, in the form presently on file with the Clerk of this Board, 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 and signed by at least two members of this Board of County Commissioners. At least two members of this Board of County Commissioners, for and in the name of this County, are hereby authorized to execute that Tax Increment Financing and Economic Development Agreement, provided further that the approval of changes thereto by those officials, and their character as not being substantially adverse to the County, shall be evidenced conclusively by their execution thereof. This Board further authorizes at least two members of this Board of County Commissioners, for and in the name of the County, to execute any amendments to the Tax Increment Financing and Economic Development Agreement, which amendments are not inconsistent with this Resolution and not substantially adverse to this County.

Section 2. Further Actions. This Board further hereby authorizes and directs the members of this Board of County Commissioners, the County Auditor, the County Prosecutor, the County Administrator, the Clerk of this Board, or other appropriate officers of the County to prepare and sign all other agreements, instruments and certifications and to take any other actions as may be appropriate to implement this Resolution.

Section 3. Compliance with Open Meetings. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board or its committees and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

**TAX INCREMENT FINANCING
AND ECONOMIC DEVELOPMENT AGREEMENT**

This Tax Increment Financing and Economic Development Agreement (this "Agreement"), made and entered into as of this 12th day of June, 2008, by and between 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, and Darrel R. Miller Investments LLC, an Ohio limited liability company (collectively, the "Developer"), and The Kroger Co. ("Kroger"), an Ohio corporation.

W I T N E S S E T H:

WHEREAS, the Developer and Kroger have acquired certain real property located in the Village, a depiction of which real property is attached hereto as Exhibit A, with each current or future parcel of such real property referred to herein as a "Parcel" and, together with all parcels of such real property, the "Parcels"; and

WHEREAS, the Developer and Kroger contemplate constructing their respective portions of a retail shopping center (the "Project"), including a Kroger grocery store, on the Parcels substantially in accordance with a site plan (the "Site Plan"), which plan is attached as Exhibit B hereto; and

WHEREAS, the Village, the County, the Developer and Kroger have entered into a Development Agreement dated February 11, 2008 (the "Development Agreement"), pertaining to the development of the Project on the Parcels; and

WHEREAS, in order to successfully develop the Project on the Parcels substantially in accordance with the Site Plan, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as generally described in Exhibit C attached hereto and further described and specified in the Plans (as that term is described in Section 4 hereof) (the "Public Infrastructure Improvements"), which Public Infrastructure Improvements the Village, the Developer and Kroger agree will directly benefit the Project and the Parcels and which constitute the "Improvements" as that term is defined in the Development Agreement; and

WHEREAS, the Village has agreed in the Development Agreement to construct or to cause to be constructed the Public Infrastructure Improvements in consideration of the agreement of the Developer and Kroger to construct the Project substantially in accordance with the Site Plan, and the Village has authorized the execution of this Agreement by passage of the Ordinance after giving proper notice to the School District under Ohio Revised Code Sections 5709.40 and 5709.83;

WHEREAS, pursuant to the Development Agreement, costs of the Public Infrastructure Improvements will be financed through public and private contributions from the Developer, Kroger, the Village and the County; and

WHEREAS, the Village, by its Ordinance No. 2008-13 passed June 4, 2008 (the "Ordinance"), has declared that 100% of the increase in the assessed value of each Parcel subsequent to the effective date of the Ordinance (such increase hereinafter referred to as the "Improvement" as further defined in Ohio Revised Code Section 5709.40 and the Ordinance) is a public purpose and is exempt from taxation for a period commencing with the first

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tax year that begins after the effective date of this Ordinance and in which an Improvement due to the construction of a new structure on that Parcel first appears on the tax list and duplicate of real and public utility property for such Parcel and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the Village can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 and the Ordinance (the "TIF Exemption"); and

WHEREAS, the Village has determined that it is necessary and appropriate and in the best interests of the Village to provide for the current owner and any future owners of each Parcel (with the Developer, Kroger and each such future owner referred to herein individually as an "Owner" and collectively as the "Owners") to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (collectively for all Parcels, the "Service Payments") to the Treasurer of Delaware County, Ohio (the "County Treasurer"), which Service Payments will be (i) used to pay costs of construction of the Public Infrastructure Improvements and (ii) distributed to the Big Walnut Local School District (the "School District"), all pursuant to and in accordance with Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (collectively, the "TIF Statutes") and the Ordinance; and

WHEREAS, to provide for the collection of the Service Payments and to enable the Project and Public Infrastructure Improvements to be developed, the parties desire to enter into this Agreement on the terms as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, to induce Kroger and the Developer to develop the Project and to induce the Village to proceed with the construction of the Public Infrastructure Improvements, the parties hereto agree to the foregoing and as follows:

Section 1 - Service Payments. Each Owner hereby agrees to make Service Payments attributable to its period of ownership of each Parcel, all pursuant to and in accordance with the requirements of the TIF Statutes, the Ordinance and any subsequent amendments or supplements thereto. Service Payments will be made semiannually to the County Treasurer (or to such treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Parcels. Any late payments will bear penalties and interest at the then current rate established under Ohio Revised Code Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the Ordinance and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel (after credit for any other payments received by the Village under Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time, and are referred to herein as the "Property Tax Rollback Payments") if it were not exempt from taxation pursuant to the Ordinance, including any penalties and interest. An Owner will not, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to any portion of the Improvement to a Parcel, whether pursuant to Ohio Revised Code Section 5709.42 or this Agreement. The Village and the Owners agree that the Sunbury Mills Plaza Public Improvement Tax Increment Equivalent Fund created in Section 3 of the Ordinance (the "Fund") will receive all Service Payments and Property Tax Rollback Payments made with respect to the Improvement to each Parcel that are payable to the Village.

The Parcels will be subject to a minimum service payment obligation (the "Minimum Service Payment Obligation"), which constitutes a minimum service payment obligation under Ohio Revised Code Section 5709.91 and which for each calendar year shall be an amount equal to the debt service on the Debt (as defined in Section 5 hereof) due in that calendar year. The Minimum Service Payment Obligation will be divided among the Parcels in accordance with the relative value from time to time of each Parcel as recorded on the tax list and duplicate of the County. If the Service Payments and Property Tax Rollback Payments payable to the Village on a Parcel in any calendar year are less than the Minimum Service Payment Obligation for that Parcel for that calendar year, the Village Fiscal Officer shall prepare and send an invoice for the amount by which the Minimum Service Payment Obligation for that Parcel exceeds those Service Payments and Property Tax Rollback Payments (such difference is hereinafter referred to as the "Minimum Service Payments") to the Owner of the Parcel at its registered address for tax bills. The Owner must pay that invoice to the Village Fiscal Officer in immediately available funds within thirty (30) days of its delivery. Any late payments are subject to a 10% penalty and interest accruing at a rate equal to the interest rate on the Debt.

Section 2 - Declaration of Covenants; Priority of Lien. It is intended and agreed, and it will be so provided by the Owner of each Parcel in a declaration relating to that Parcel (the "Declaration") recorded within twenty-five (25) days of the date hereof and substantially in the form attached hereto as Exhibit D-1 with respect to the Developer and Exhibit D-2 with respect to Kroger, that the covenants provided in Sections 1, 2, 3, 8 and 9 of this Agreement are covenants running with the land and that they will, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by the Village and any third party beneficiaries against any Owner of a Parcel with respect to that Owner's period of ownership of that Parcel, whether or not this Agreement remains in effect or whether or not such provision is included by an Owner in any deed to such Owner's successors and assigns. It is further intended and agreed that these agreements and covenants will remain in effect for the full period of exemption permitted in accordance with the requirements of the TIF Statutes and the Ordinance enacted pursuant thereto.

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Such covenants running with the land will have priority over any other lien or encumbrance on a Parcel and any improvements thereon, except for such title exceptions as are approved in writing by the Village and the Reciprocal Easement Agreement dated January 31, 2008, and recorded as Instrument 200800002873, Recorder’s Office, Delaware County, Ohio, and an Owner will, upon the Village’s request, cause any and all holders of mortgages or other liens existing on a Parcel as of the time of recording of the Declaration to subordinate such mortgage or lien to those covenants running with the land. The parties acknowledge that the provisions of Ohio Revised Code Section 5709.91, which specify that the Service Payments and the Minimum Service Payments for each Parcel will be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11 including, but not limited to, the priority of the lien and the collection of Service Payments and Minimum Service Payments, will apply to this Agreement and to the Parcels and any improvements thereon.

Each Owner hereby agrees to provide such title evidence within thirty (30) days of the date hereof, at no cost to the Village, as is necessary to demonstrate to the Village’s satisfaction that the covenants running with the land provided in the Declaration are prior and superior to any other liens, encumbrances or other title exceptions, except for those which are approved in writing by the Village.

Upon satisfaction of the obligations of the Developer and Kroger under this Agreement and termination of the obligation of the Owners to make Service Payments and Minimum Service Payments, the Village will, upon the request of an Owner of a Parcel, execute an instrument in recordable form evidencing such termination and releasing the covenants running with the land set forth in the Declaration with respect to that Parcel.

Section 3 - Exemption Applications. The Village and each Owner agrees to cooperate in the preparation, execution and filing of all necessary applications and supporting documents to obtain from time to time the TIF Exemption for each Parcel and to enable the Village to collect Service Payments with respect to the Parcels. The Village and the Owners agree to perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the TIF Exemption and collect the Service Payments including, without limitation, joining in the execution of all documentation required in connection with the TIF Exemption or the Service Payments. The Owners authorize the Village to file any applications necessary to obtain from time to time the TIF Exemption as provided in the Ordinance. The Owners agree to notify the Village of any challenge or other proceedings that would change the January 1, 2008, value of any Parcel on the tax list and duplicate of the County.

Section 4 - Financing of Public Infrastructure Improvements. The Village, the Developer, Kroger and the County agree that the costs of the Public Infrastructure Improvements will be financed from the following sources (the “Initial Contributions”):

County Contribution	\$550,000
Developer Contribution	700,000
Kroger Contribution	650,000
Primary Village Contribution (Projected Debt Issue)*	900,000
Secondary Village Contribution	50,000
	<hr/>
Total	\$2,850,000

*Village TIF to pay debt service on debt issue

Except for \$300,000 of the County Contribution, the Initial Contributions shall be made to the Village no later than the execution of this Agreement. The County represents to the Village that the \$300,000 of the County Contribution not paid upon the execution of this Agreement has been appropriated by the Board of County Commissioners and the County agrees to pay to the Village all or part of that remaining County Contribution as necessary to make payments under the construction contracts for the Public Infrastructure Improvements. The Village shall provide reasonable notice to the County of the amount and timing for the payment of that remaining County Contribution, provided that the Village shall use all other Initial Contributions prior to requesting payment of all or part of that remaining County Contribution. The Initial Contributions shall be deposited into the Fund to be used to pay costs of the Public Infrastructure Improvements. The Developer shall receive a \$295,087.63 credit (the “Engineering Costs”) against its required contribution by donating to the Village engineering plans for the Public Infrastructure Improvements, which plans are entitled “Village of Sunbury Roadway Improvements, Part I: South Miller Drive & SR37/US36” and “State of Ohio Department of Transportation Roadway Improvements, Part II: Del-36-21.63” and which are included in the contract and bid documents package for those improvements labeled “Official Bid Set” and dated April 22, 2008, and are currently on file with the Village (the “Plans”).

It is understood by all parties to this Agreement that the total estimated project cost of the Public Infrastructure Improvements is \$2,850,000, which includes the Base Bid Items, Alternate Bid Items A, B and C for Mast Arm Traffic Signal Improvements in the amount of \$325,621 (the “Mast Arm Improvements”) and the Engineering Costs, all as further described in the Plans. Construction of the Mast Arm Improvements shall not be initially authorized under the terms of the construction contracts for the Public Infrastructure Improvements, but such construction may be authorized later as hereinafter provided. All parties to this Agreement agree that the Plans are final and shall not be subject to change or deviation for material, equipment or other specifications (e.g. electric, traffic signalization, etc) except for such field conditions that under sound engineering and construction principles, as mutually determined by all engineers involved in the project (initially W.E. Stilson Consulting Group,

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CT Consultants, Inc. and EMH&T), require modification by change order and such changes with respect to the Mast Arm Improvements as may be required by the Ohio Department of Transportation (“ODOT”). At such time as the Mast Arm Improvements are approved by ODOT, if such final approval does not result in an increase for design and installation of such Mast Arm Improvements above \$325,621, the construction of the Mast Arm Improvements may, in the Village’s discretion, be authorized pursuant to the terms of the construction contracts for the Public Infrastructure Improvements. If the approval by ODOT of the Mast Arm Improvements requires increased costs to design and install such Mast Arm Improvements, at the Village’s request, the Village and the Developer shall promptly meet and determine in good faith the manner in which additional contributions shall be made to pay the additional cost of such Mast Arm Improvements. Subject to the foregoing, the Developer shall pay any costs of Public Infrastructure Improvements that exceed the total estimated project cost of \$2,850,000.

Other than Kroger’s \$650,000 contribution, its obligation to furnish the Letter of Credit as provided in Section 5 hereof and its obligation to pay generally applicable taxes, Service Payments, Minimum Service Payments and fees, the Village and the County agree that Kroger will not be requested or required to pay any additional amounts for the costs of the Public Infrastructure Improvements. Other than the \$550,000 County Contribution, the Village, the Developer and Kroger agree that the County will not be required to pay any additional amounts for the costs of the Public Infrastructure Improvements.

Except for the Initial Contributions, which will be used to pay costs of the Public Infrastructure Improvements, monies on deposit in the Fund shall be used as follows: (i) first, to reimburse the Village for all Village contributions referenced above, including, but not limited to, the payment of debt service on the Debt (as defined in Section 5 hereof) issued to finance those contributions and expenditures from the Village’s general fund to make those contributions; (ii) second, to reimburse the Developer and Kroger, pro rata, for any payment of debt service on the Debt, including Minimum Service Payments, Letter of Credit (as defined in Section 5 hereof) draws (including interest due on those draws), and cash payments; and (iii) third, to redeem prior to maturity any debt issued by the Village to finance its contributions referenced above to the extent permitted by the relevant debt proceedings and to the extent the Village may do so without paying redemption premium, provided that the Village may elect to redeem any debt for which redemption premium is required in its sole discretion. The Village agrees that it will use its best efforts to structure any debt issued to finance its contributions referenced above so as to permit redemption prior to maturity except to the extent such structuring would be commercially unreasonable or limited by prevailing municipal debt market conditions (i.e. market requirements limiting redemption prior to maturity during the first ten years debt is outstanding), or unless otherwise permitted by the County. Upon payment in full of all amounts described in clause (i) and (ii) of this paragraph, the Village shall promptly take appropriate action to terminate the TIF Exemption.

Section 5 - Issuance of Debt; Letter of Credit. The Developer and Kroger agree to cooperate in the issuance by the Village of debt sufficient to fund the Primary Village Contribution for costs of the Public Infrastructure Improvements as set forth in Section 4 hereof and any accrued interest, along with the costs of issuance (including, but not limited to, initial costs of any Letter of Credit required by the Village and capitalized interest) of that debt (the “Debt”). It is intended and agreed that debt service on the Debt will be paid from monies deposited into the Fund.

At the Village’s request, the Developer and Kroger agree to furnish a letter of credit in support of the Debt (the “Letter of Credit”). The Letter of Credit shall be an irrevocable letter of credit issued by an Acceptable Bank in an amount equal to the aggregate amount of the principal of the Debt thereafter payable plus an amount equal to the interest accruing on that principal over the succeeding 365 day period. “Acceptable Bank” means any state or federally chartered bank which has been assigned a rating by Moody’s Investors Service, Inc. at least equal to “A1” or by Standard & Poor’s Rating Services at least equal to “A.” The cost of the Letter of Credit shall be shared equally by Developer and Kroger. The Original Letter of Credit shall have a maturity date of not less than one (1) year. At least ninety (90) days prior to the expiration date of the original Letter of Credit or any substitute Letter of Credit issued pursuant to this section, the Developer and Kroger shall provide the Village with a substitute Letter of Credit issued by an Acceptable Bank, having a term of not less than one (1) year, in an amount equal to the aggregate amount of the principal of the Debt thereafter payable plus an amount equal to the interest accruing on that principal over the succeeding 365 day period. If the Developer or Kroger fails to provide a substitute Letter of Credit within ninety (90) days prior to the expiration date of any Letter of Credit, the Village may draw upon any such Letter of Credit then in its possession in the full amount of that Letter of Credit.

At such time as the amount of total Service Payments and Property Tax Rollback Payments deposited into the Fund for any calendar year equal or exceed 125% of the scheduled maximum annual debt service due on the Debt in any calendar year the Debt is projected to be outstanding, (which maximum annual debt service amount shall not include any amounts paid for optional prior redemption of the Debt with funds identified in clause (iii) of the final paragraph of Section 4 hereof or any other funds), then the obligation of the Developer and Kroger to provide the Letter of Credit will be terminated, provided that the Village, in its sole discretion, may consent in writing to a lower percentage.

Section 6 - Representations and Warranties of Developer. Each company comprising the Developer hereby covenants, represents and warrants:

- (a) It (i) is a limited liability company duly organized, validly existing and in good standing under the

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laws of the State of Ohio, and (ii) has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as now being conducted and as presently proposed to be conducted.

(b) It has the authority and power to execute and deliver this Agreement, perform its obligations hereunder and construct its portion of the Project, and has duly executed and delivered this Agreement.

(c) The execution and delivery by it of this Agreement and the compliance by it with all of the provisions hereof (i) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (ii) have been duly authorized by all necessary action on its part.

(d) There are no actions, suits, proceedings, inquiries or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement or the construction of the Project, or if successful would materially impair its ability to perform its obligations under this Agreement or to construct the Project.

(e) Neither it nor any person, company, affiliated group or organization that holds, owns or otherwise has a controlling interest in it has provided material assistance to an organization listed on the U.S. Department of State Terrorist Exclusion List. It acknowledges receipt of a current version of the Terrorist Exclusion List, and it shall provide to the Village a fully completed and executed Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization, utilizing the current form provided by the Ohio Department of Public Safety.

(f) It is in compliance with State of Ohio campaign financing laws contained in Ohio Revised Code Chapter 3517, including, but not limited to, divisions (I)(1) and (3) and (J)(1) and (3) of Ohio Revised Code Section 3517.13.

Section 7 - Representations and Warranties of Kroger. Kroger hereby covenants, represents and warrants:

(a) It (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio, and (ii) has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as now being conducted and as presently proposed to be conducted.

(b) It has the authority and power to execute and deliver this Agreement, perform its obligations hereunder and construct its portion of the Project, and has duly executed and delivered this Agreement.

(c) The execution and delivery by it of this Agreement and the compliance by it with all of the provisions hereof (i) are within its authority and powers, (ii) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (iii) have been duly authorized by all necessary action on its part.

(d) There are no actions, suits, proceedings, inquiries or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement or the construction of the Project, or if successful would materially impair its ability to perform its obligations under this Agreement or to construct the Project.

(e) Neither it nor any person, company, affiliated group or organization that holds, owns or otherwise has a controlling interest in it has provided material assistance to an organization listed on the U.S. Department of State Terrorist Exclusion List. It acknowledges receipt of a current version of the Terrorist Exclusion List, and it shall provide to the Village a fully completed and executed Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization, utilizing the current form provided by the Ohio Department of Public Safety.

(f) It is in compliance with State of Ohio campaign financing laws contained in Ohio Revised Code Chapter 3517, including, but not limited to, divisions (I)(1) and (3) and (J)(1) and (3) of Ohio Revised Code Section 3517.13.

Section 8 – Provision of Information. Each Owner agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of this Agreement the compliance of the

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Owners with the terms of this Agreement.

Each Owner further agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to the Village to enable the Village to submit the status report required by Ohio Revised Code Section 5709.40(I) to the Director of the Ohio Department of Development on or before March 31 of each year.

Section 9 – Nondiscriminatory Hiring Policy. The Developer and Kroger will each comply with the Village's policies adopted pursuant to Ohio Revised Code Section 5709.832 to ensure that recipients of tax exemptions practice nondiscriminatory hiring in its operations. In furtherance of that policy, the Developer and Kroger agree that they will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 10 - Estoppel Certificate. Within thirty (30) days after a request from any Owner of a Parcel, the Village will execute and deliver to that Owner or any proposed purchaser, mortgagee or lessee of such Parcel, a certificate stating that with respect to such Parcel, if the same is true: (a) that this Agreement is in full force and effect; (b) that the requesting Owner is not in default under any of the terms, covenants or conditions of this Agreement, or, if that Owner is in default, specifying same; and (c) such other matters as that Owner reasonably requests.

Section 11 - Notices. All notices or other correspondence relating to this Agreement must be in writing (including e-mail or facsimile) and must be delivered or sent guaranteed overnight delivery, by facsimile or e-mail (to be followed by personal or overnight guaranteed deliver, if requested) or by postage prepaid registered or certified mail, return receipt requested, and will be deemed to be given for purposes of this Agreement on the date such writing is received by the intended recipient. Unless otherwise specified in a notice sent in accordance with this section, all communications in writing must be given to the parties at the following addresses:

- (a) As to the Village:

Village of Sunbury, Ohio
9 East Granville Street
Sunbury, Ohio 43074
Attention: Village Administrator

- (b) As to the County:

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

Attention: County Administrator

- (c) As to Kroger:

The Kroger Co.
1014 Vine Street
Cincinnati, Ohio 45202

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Attention: Law Department

and

The Kroger Co.
4111 Executive Parkway
Westerville, Ohio 43081
Attention: Real Estate Department
(d) As to the Developer:

Vincent Romanelli Investments LLC
148 West Shrock Road
Westerville, Ohio 43081
Attention: Vincent Romanelli

David R. Hughes Investments LLC
148 West Shrock Road
Westerville, Ohio 43081
Attention: David R. Hughes

and

Darrel R. Miller Investments LLC
148 West Shrock Road
Westerville, Ohio 43081
Attention: Darrel R. Miller

with copy to:

Kephart & Fisher, LLP
207 North Fourth Street
Columbus, Ohio 43215
Attention: David Fisher

Section 12 - Successors; Assignment; Amendments, Changes and Modifications. This Agreement will be binding upon the parties hereto and their successors and assigns. The parties may only assign this Agreement with the consent of all parties hereto, provided, however, that nothing in this Agreement prevents an Owner from transferring any or all of its interest in the Project or the Parcels to another person or entity. This Agreement may only be amended by written instrument executed by all parties to this Agreement.

Section 13 - 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. The obligations of the Village and County may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such 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 14 - Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 15 - Separate Counterparts; Facsimile Signature. 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. This Agreement may be executed and delivered by facsimile signature with the same force and effect as if an original signature had been delivered. Any party executing by facsimile signature shall deliver an original executed counterpart of this Agreement to each of the other parties to this Agreement as soon as reasonably possible following the delivery of its facsimile signature.

Section 16 - 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, except for the Development Agreement; provided, however, that should the provisions of this Agreement and the Development Agreement conflict, the provisions of this Agreement shall control.

Section 17 - Governing Law and Choice of Forum. This Agreement will be governed by and construed in

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accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the Village, its employees, contractors, subcontractors and agents, and the Owner, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the State of Ohio.

Section 18 – No Joint and Several Liability. As between the Developer and Kroger, the Village agrees that the obligations and liabilities of the Developer and Kroger hereunder shall not be joint and several obligations and liabilities.

(Copy of exhibits available in the Economic Development Department until no longer of administrative value).

Further be it resolved that the Commissioners approve the following PO:

Village of Sunbury: 40811414-5365-\$50,000.00
 Delaware County Development Fund

 23111709-5365-\$500,000.00
 Delaware County RLF

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

RESOLUTION NO. 08-694

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Chris Curtin is resigning his position as a Paramedic with the EMS Department; effective June 13, 2008.

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

RESOLUTION NO. 08-695

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire Terry Mossbarger as a Wastewater/Collections Operator with the Environmental Services Department; effective date June 25, 2008

Sam Pollock is resigning from the Environmental Services Department; effective date June 10, 2008.

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

RESOLUTION NO. 08-696

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Mike Hamet is resigning as a 911 Dispatcher; effective date June 13, 2008.

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

COURT HOUSE PRESENTATION

RESOLUTION NO. 08-697

IN THE MATTER OF ACCEPTING THE RECOMMENDATION OF DESIGN GROUP AND APPROVE MOVING FORWARD WITH THE \$50,000,000.00 CONCEPTUAL PLAN FOR THE DELAWARE COUNTY COURTS BUILDING:

It was moved by Mr. Ward, seconded by Mr. Evans to accept the recommendation of Design Group and approve moving forward with the \$50,000,000.00 conceptual plan for The Delaware County Courts Building.

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

RESOLUTION NO. 08-698

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IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR LAND ACQUISITION AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 11:20AM.

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

RESOLUTION NO. 08-699

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 12:00PM.

Vote on Motion Mr. Ward Aye 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