

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 2, 2009

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

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

RESOLUTION NO. 09-227

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 26, 2009:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on February 26, 2009; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

PUBLIC COMMENT

Steven Garlock, Chairman, Board of Directors for Delaware Area Chamber of Commerce
-Read a letter to the Commissioners concerning Economic Development in Delaware County
(For a complete record refer to the Official CD minutes)

RESOLUTION NO. 09- 228

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0227:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0227 and Purchase Orders as listed below:

| PR Number | Vendor Name | Line Desc | Line Account | Line Amount | Line Number |
|-----------|--------------------------|--|-----------------|-------------|-------------|
| R0902156 | TRUGREEN CHEMLAWN INC | WEED CONTROL AT PLANTS AND PUMP STATIONS | 66290302 - 5328 | \$2,000.00 | 0001 |
| R0902156 | TRUGREEN CHEMLAWN INC | WEED CONTROL AT PLANTS AND PUMP STATIONS | 66290402 - 5328 | \$3,000.00 | 0002 |
| R0902156 | TRUGREEN CHEMLAWN INC | WEED CONTROL AT PLANTS AND PUMP STATIONS | 66290602 - 5328 | \$120.00 | 0003 |
| R0902156 | TRUGREEN CHEMLAWN INC | WEED CONTROL AT PLANTS AND PUMP STATIONS | 66290702 - 5328 | \$120.00 | 0004 |
| R0902156 | TRUGREEN CHEMLAWN INC | WEED CONTROL AT PLANTS AND PUMP STATIONS | 66290802 - 5328 | \$120.00 | 0005 |

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| | | | | | |
|----------|--|--|-----------------|----------------|------|
| R0902156 | TRUGREEN CHEMLAWN INC | WEED CONROL AT PLANTS AND PUMP STATIONS | 66290902 - 5328 | \$120.00 | 0006 |
| R0902156 | TRUGREEN CHEMLAWN INC | WEED CONTROL AT PLANTS AND PUMP STATIONS | 66291002 - 5328 | \$120.00 | 0007 |
| R0902791 | CONCORD/SCIOTO COMMUNITY AUTHORITY | LOWER SCIOTO TREATMENT FACILITY PAYMENTS | 66690501 - 5415 | \$7,732,535.63 | 0001 |
| R0903095 | HILL,DARLENE | DAY CARE | 22411610 - 5348 | \$25,000.00 | 0001 |
| R0903146 | AMERIKID INC | DAY CARE | 22411610 - 5348 | \$25,000.00 | 0001 |
| R0903210 | JET AERONAUTICAL | TRAINING | 22311611 - 5348 | \$6,000.00 | 0001 |

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09 -229

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

The Engineer's Office is requesting that Cathleen Paulus attend an Asphalt Pavement Preservation Workshop in Columbus, Ohio March 19, 2009, at the cost of \$55.00.

The Engineer's Office is requesting that Jim Drumm, Mike Foreman, Junio Yates and Randy Wilgus attend an Ohio Bridge Conference in Mt. Sterling, Ohio April 14-15, 2009, at the cost of \$1,025.00

The Child Support Enforcement Agency is requesting that Kelly Mills attend an Ohio Child Support Directors Association Planning Meeting in Columbus, Ohio April 17, 2009, at no cost.

The Department of Job and Family Services is requesting that Angela Thomas attend an Public Sector Budget Event in Columbus, Ohio March 18, 2009, at the cost of \$67.40.

The Sheriff's Office is requesting that The K-9 Training Staff attend an In-service in North Olmstead March 4-6, 2009, at the cost of \$530.00.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09 -230

**IN THE MATTER OF PROCLAIMING MARCH, 2009 AS MULTIPLE SCLEROSIS AWARENESS MONTH
IN DELAWARE COUNTY, OHIO:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, Multiple Sclerosis is an unpredictable, chronic, and often disabling disease that randomly attacks the central nervous system, and

Whereas, Multiple Sclerosis is the most common disabling disease of adults usually appearing between the ages of 20 and 50. It affects women twice as often as men. Every hour of every day, a new case is diagnosed, and

Whereas, Multiple Sclerosis symptoms are unpredictable. Symptoms vary from person to person and from time to time in the same person. Multiple Sclerosis can cause blurred vision, loss of balance, poor coordination, slurred speech, tremors, numbness, extreme fatigue, problems with memory and concentration, paralysis, blindness and more, and

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Whereas, Multiple Sclerosis is not fatal and people can expect to have a normal or near-normal life expectancy.

Over 18,000 Ohioans are living with the daily challenges of Multiple Sclerosis. The cause is unknown and anyone may develop Multiple Sclerosis, and

Whereas, Multiple Sclerosis cannot be cured but there are now medications to slow down the course of disease.

NOW THEREFORE, be it resolved, that the County Commissioners of Delaware County, Ohio, hereby proclaim

MARCH, 2009

as

**MULTIPLE SCLEROSIS AWARENESS MONTH
in Delaware County, Ohio**

to enhance understanding of the disease, including its causes and health effects, and to support and encourage education programs and research to develop effective therapies and find a cure.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09 -231

IN THE MATTER OF PROCLAIMING MARCH 1 THROUGH MARCH 7, 2009, NATIONAL WEIGHTS AND MEASURES WEEK IN DELAWARE COUNTY, OHIO:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, on March 2, 1799, the first Weight and Measures Law in the United States was enacted, and during the week of March 1 through March 7, 2009, this anniversary will be celebrated.

Whereas, the theme this year is, "Weights & Measures: Making a difference". Weights and measures professionals' nationwide work together to create confidence in the marketplace, resulting in consumers getting what they pay for and businesses competing fairly, and

Whereas, Weights and Measures is the oldest consumer protection service known today, and this service protects the consumer as well as the business operator by insuring that all measuring devices are inspected and certified to be accurate.

Therefore, Be It Resolved: That the Board of County Commissioners of Delaware County hereby officially declares March 1 through March 7, 2009, National Weights and Measures Week in Delaware County.

Be it Further Resolved: That the Clerk of the Board of commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-232

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE CONTRACT WITH B&K LEHNER EXCAVATING FOR THE MCNAMARA DITCH IMPROVEMENT PROJECT:

It was moved by Mr. Hanks, seconded by Mr. Thompson to accept the following Bid and approving the following contract:

**McNamara Ditch Improvement Project
Bid Opening of February 23, 2009**

As the result of the above referenced bid opening, The Engineer recommends that a bid award be made to B&K Lehner Excavating, the low bidder for the project. A copy of the bid tabulation is available for your information.

Two copies of the Contract with B&K Lehner for your approval.

CONTRACT

AGREEMENT, made and entered into this 2nd day of March 2009, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **B&K LEHNER EXCAVATING**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **THIRTY NINE**

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THOUSAND EIGHT HUNDRED NINETY-FOUR DOLLARS AND TWELVE CENTS (\$39,894.12), based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **McNamara Ditch Improvement Project**, in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer and Delaware Soil and Water Conservation District**. **The owner intends that this project be finished no later than April 17, 2009.**

THE SECOND PARTY hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Abstain

RESOLUTION NO. 09-233

IN THE MATTER OF AMENDING THE CHILD CARE PROVIDER CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, Delaware County contracts with Child Care providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care providers:

Kindercare Learning Center-Neverland

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective February 2, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare Learning Center 96 Neverland Dr. entered into on the 1st day of January 2009.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$55,000.00 to \$325,000.00.

Adventure Academy

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective January 1, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Adventure Academy entered into on the 1st day of January 2009.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$55,000 to \$110,000.

Toddler Inn

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective January 1, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Toddler Inn entered into on the 1st day of

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January 2009.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$55,000 to \$125,000.

Liberty Community Center

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective January 1, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Liberty Community Center entered into on the 1st day of January 2009.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$55,000 to \$175,000.

T & J Junior Academy

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective January 1, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and T & J Junior Academy entered into on the 1st day of January, 2009.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$55,000 to \$90,000.

Kindercare Learning Center 10655 Sawmill

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective January 1, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare Learning Center 10655 Sawmill entered into on the 1st day of January 2009.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$55,000.00 to \$100,000.00.

Delaware City SACC

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective January 1, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Delaware City SACC entered into on the 1st day of January 2009.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$55,000 to \$100,000.

Noah's Ark/Tippett Ct.

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective January 1, 2009, is to amend the Purchase of Child Care Services Contract between

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the Delaware County Department of Job and Family Services and Noah's Ark/Tippett Ct. entered into on the 1st day of January 2009.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$55,000 to \$75,000.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-234

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND THE BUCKEYE RANCH, INC:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care Placement providers:

The Buckeye Ranch, Inc

AMENDMENT TO CONTRACT
For
Child Placement and Related Services

AMENDMENT NO. 2

This Amendment, effective January 21, 2009, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and The Buckeye Ranch, Inc., entered into on the 1st day of July, 2008.

- I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$60,000.00 to \$90,000.00.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Abstain

RESOLUTION NO. 09-235

IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS FOR JOB AND FAMILY SERVICES:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

| Transfer | | AMOUNT |
|---------------------------------------|---|---------------|
| From | To | |
| 22511607-5801 | 22411604-4601 | |
| Children Services/Transfers | JFS Children Services/Interfund Revenue | \$ 450,880.53 |
| Supplemental Appropriation | | |
| 22411601-5319 | Income Maintenance/Reimbursements/Refunds | \$ 80,000.00 |

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-236

A RESOLUTION AUTHORIZING EXECUTION OF A COMMUNITY REINVESTMENT AREA AGREEMENT WITH GREEN HEALTHCARE DEVELOPMENT GROUP, LLC IN THE VILLAGE OF SUNBURY:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

WHEREAS, the Delaware County Commissioners, with the consent of the Village of Sunbury Council, have designated an area in Village of Sunbury as a Community Reinvestment Area (CRA), pursuant to Ohio Revised

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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 Village of Sunbury 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 Village of Sunbury 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 Village of Sunbury Council 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 Village of Sunbury CRA has investigated the application submitted by Green Healthcare Development Group LLC and determined that Green Healthcare Development Group LLC is qualified to create job opportunities in said CRA.
- SECTION 2. That the CRA Application submitted by Green Healthcare Development Group LLC on August 6, 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, 60% average property tax exemption provided therein to facilitate Green Healthcare Development Group LLC, is hereby approved and authorized with changes therein not inconsistent with this resolution and not substantially adverse to the County, and any two or more members of this Board are hereby authorized to execute the Community Reinvestment Area Agreement and directed to take any further actions, and execute and deliver any further agreements, certificates or documents necessary to accomplish the granting of the incentives described in the Community Reinvestment Area Agreement, provided further that the approval of changes thereto by those members that execute the Agreement, and their character as not being substantially adverse to the County, shall be evidenced conclusively by their execution thereof.
- SECTION 4. The Economic Development Specialist 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 **Green Healthcare Development Group, LLC**, located at 700 West Cherry Street, Sunbury, Ohio 43074 (hereinafter "Company"), and the **Board of County Commissioners of Delaware County**, Ohio with its main offices located at 101 North Sandusky Street, Delaware, Ohio 43015 (hereinafter "County"), and **Village of Sunbury** (hereinafter "Village") with its main offices located at 9 East Granville Street, Sunbury, Ohio 43074.

WITNESSETH;

WHEREAS, Village and 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

WHEREAS, the Company has outgrown its current location in Powell, and has purchased an existing building in Sunbury. The Company plans to renovate the existing building and add a second building to create 18,000 square-feet of medical offices. The Company is to make improvements to the private road to improve traffic safety located at 700 W. Cherry Street, Sunbury, Ohio (hereinafter "Project Site"). As part of this new site, the Company estimates an investment of, \$1,600,000 in new construction, \$400,000 renovation/leasehold improvements, and \$500,000 in furniture and fixtures at the Project Site. In addition, the Company will bring 8 employees from its other site, resulting in payroll retention of \$300,000.00; and

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WHEREAS, the Village Council of Sunbury, Delaware County, Ohio, by Resolution Number 2006-04 adopted on May 3, 2006, and Resolution Number 06-628, adopted by the Delaware County Commissioners on May 15, 2006, designated the area as a CRA pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective June 2006, the Director of the Ohio Department of Development (ODOD) determined that the aforementioned designated area contains the characteristics set forth in ORC 3735.66 and certified the area as CRA #041-75602-01 pursuant to statute; and

WHEREAS, the County and the Village have determined that the Company satisfies the statutory criteria set forth in ORC Chapter 3735; and

WHEREAS, the County having the appropriate authority for the stated type of project desires to provide the Company with incentives available for the development of the Project in the CRA pursuant to ORC Chapter 3735; and

WHEREAS, Green Healthcare Development Group, LLC. has submitted a proposed agreement application (herein attached as **EXHIBIT B**) to the County pursuant to Chapter 3735 of the Ohio Revised Code, said application hereinafter referred to as "APPLICATION"; and

WHEREAS, the Company has remitted the required state application fee of **\$750** with the application (made payable to the ODOD) to be forwarded with the final Agreement; and

WHEREAS, the Tax Incentive Negotiating Committee for the Delaware County / Village of Sunbury CRA has investigated the application of the Company and has recommended it to the Village and the County on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the CRA and improve the economic climate of Delaware County; and

WHEREAS, the Project Site as proposed by the Company is located in the Big Walnut School District and Delaware Area Career Center School District (DACC) have been notified in accordance with Section 5709.83 and have been given a copy of the application; and

WHEREAS, pursuant to ORC 3735.67(A) and ORC 3735.671 (B), the Parties hereto desire to set forth their Agreement with respect to the following matters;

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

1. The Company shall build an 18,000 sq. ft to the building located at 700 W. Cheery Street, Sunbury, Ohio 43074 on tax parcel number 41713402002000, in order to open a new medical offices. The facility will be owned by the Company and be used for the Project on land described in **EXHIBIT C**. The cost of the new addition of this facility is estimated to be \$1,600,000 plus \$400,000 for renovation/leasehold improvements for a total of \$2,000,000. The Company shall also invest an estimated \$500,000 in machinery and equipment to be used for the Project and located at the Project Site, but this will not be subject to the tax abatement. The Company shall remain in operation at said PROJECT SITE FOR THE ENTIRE TERM OF THIS Agreement, which shall end on December 31, 2019. The Project will involve an estimated total investment by the Company of \$2,000,000 (Two Million Dollars) **plus or minus ten percent**, at the Project Site in Village of Sunbury.

The Project will begin on or about _____, 2009 and all construction shall be completed by December 31, 2009.

2. Green Healthcare Development Group, LLC shall create within a time period not exceeding 36 months after the completion of construction by Green Healthcare Development Group, LLC and subsequent occupancy by the COMPANY of the proposed PROJECT (estimated to be no later than December 31, 2012) of the aforesaid facility, the equivalent of 14 new full-time permanent job opportunities, 4 new part-time permanent job opportunities, 0 full-time temporary job opportunities, and 0 part-time temporary job opportunities, for a total of 18 full-time equivalent (FTE) job opportunities to be created by the PROJECT. In addition, the COMPANY shall retain a minimum of 8 full-time equivalent (FTE) existing jobs, currently consisting of 7 full-time and 1 part-time jobs, at the PROJECT site. Full-time permanent job opportunities shall include direct employees of the COMPANY, employees 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.

Green Healthcare Development Group schedule for retaining and creating full-time permanent, part-time permanent, and temporary job opportunities is as follows: 8 FTE jobs retained at the PROJECT site, 5 full-time permanent jobs, 1 part-time permanent jobs and 0 temporary jobs created in **Year One - 2010**; 11 full-time permanent jobs, 1 part-time permanent jobs and 0 temporary jobs created by the end of **Year Two - 2011**; 0

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full-time permanent jobs, 0 part-time permanent jobs and 0 temporary jobs created by the end of **Year Three-2012**. The job creation period begins with the effective date of this Agreement and all retained and newly created jobs will be in place by December 31, 2012.

The PROJECT shall result in a total of at least 16 full-time permanent positions and 2 part-time permanent positions in place at the PROJECT site and 8 FTE positions retained at the PROJECT site, for a total of 26 FTE positions at the PROJECT site as of December 31, 2012.

It is expected that this increase via the full implementation of the PROJECT will result in additional annual payroll for Green Healthcare Development Group of approximately \$1,040,000 (One Million Forty Thousand Dollars) for full-time permanent employees, approximately \$ 60,000 (Sixty Thousand Dollars) for part-time permanent employees, and \$0.00 (Zero Dollars) for temporary employees, for a total of \$1,100,000 (One Million One Hundred Thousand Dollars) of additional annual payroll for Green Healthcare Development Group at the PROJECT site. It is estimated that the retaining of at least 8 FTE jobs shall result in \$300,000 (Three Hundred Thousand Dollars) of retained annual payroll for Green Healthcare Development Group 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 both enterprises' compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the Council. Green Healthcare Development Group; LLC shall submit an employment plan (the "Employment Plan") to be updated annually, which establishes goals for hiring new employees. Compliance with the Employment Plan shall be based on Green Healthcare demonstrating a best faith effort to meet the Plan's goals. The Plan shall include the following criteria:

- a. Green Healthcare Development Group 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, Green Healthcare Development Group shall provide the Tax Incentive Review Council or Delaware County Economic Development Department with evidence demonstrating their best faith efforts to comply with the provisions of the Employment Plan.

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

- a. The COMPANIES shall maintain a membership in a Chamber of Commerce of their choice as long as said Chamber is headquartered in Delaware County.
- b. The COMPANIES shall contact the Delaware Area Career Center (DACC) within one hundred and eighty (180) days of the execution of this Agreement to determine areas of cooperation that may be mutually beneficial to the COMPANIES and the DACC.
- c. The COMPANIES shall, within twelve (12) months of this Agreement, meet with members of the Delaware County Youth Employer Connections Sub Committee and the Delaware County Economic Development Department to determine if it would be possible develop a Workforce Investment Act (WIA) Youth Workplace Experiences Program (YWEP) to be located at the PROJECT site. Such a program may include development of jobs for youth, a mentoring program, job shadowing, and / or tours of the COMPANIES, and ongoing support for the program to the COMPANIES from the WIA subcommittee.

4. The County hereby grants Green Healthcare Development Group an average **60%** 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 | 60% |
| 2 | 60% |
| 3 | 60% |
| 4 | 60% |
| 5 | 60% |
| 6 | 60% |
| 7 | 60% |
| 8 | 60% |
| 9 | 60% |
| 10 | 60% |

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

Each identified PROJECT improvement will receive a 10-year exemption period. The exemption from real property taxation commences the first year for which the real property improvements would first be taxable were the property not exempted from taxation. No exemption shall commence after December 31, 2010 nor extend beyond December 31, 2019. The COMPANIES shall occupy and remain in operation at the PROJECT site at least until December 31, 2023.

5. Pursuant to Chapter 3735 and Section 5709.82 (C) (2) & (D) of the Ohio Revised Code, Green Healthcare Development Group shall make annual payments to the Big Walnut School District and the Delaware Area Career Center (DACC) coinciding with the term of the tax exemptions granted above. The annual payment from Green Healthcare Development Group, LLC. to Big Walnut School District shall be \$1,888.99 per year for ten years for a total amount of \$18,889.88. The payment to DACC shall be \$175.00 for one time payment.

The payments shall be for the benefit educational initiatives on behalf of the Big Walnut School District and the Delaware Area Career Center. The first payments to Big Walnut and DACC shall be due by December 31, 2009, with each subsequent payment due by December 31 of each subsequent year, with the 10th and final payment being due by December 31, 2018.

6. Green Healthcare Development Group 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, 2009, with the last payment due on December 31, 2018. 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, Green Healthcare Development Group. 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 Green Healthcare Development Group. annually. Copies of these tax forms shall also be provided by Green Healthcare Development Group annually to the applicable Tax Incentive Review Council. In addition, Green Healthcare Development Group may file additional and supplementary documentation, which might be helpful in demonstrating their compliance with the terms of this Agreement.

Green Healthcare Development Group shall provide to the proper tax incentive review council any information reasonably required by the council to evaluate the applicant's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

8. Green Healthcare Development Group 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 Green Healthcare Development Group 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 Village of Sunbury shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

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10. If for any reason said CRA designation expires, the Director of the Ohio Department of Development revokes certification of the CRA, or the Village of Sunbury Council 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 Green Healthcare Development Group materially fail to fulfill their obligations under this Agreement, and Village of Sunbury and Delaware County terminate or modify the exemptions from taxation granted under this Agreement.
11. If Green Healthcare Development Group materially fail to fulfill its obligations under any provision of this Agreement, other than with respect to the number of employee positions estimated to be created or retained under this Agreement, or if Green Healthcare Development Group 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 Village of Sunbury may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment, from Green Healthcare Development Group 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, Delaware County and the Village of Sunbury shall be secured by a lien on the exempted property in the amount required to be repaid.

12. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by Green Healthcare Development Group 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, Green Healthcare Development Group 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, Village of Sunbury or Delaware County may terminate or modify the exemptions from taxation granted under this Agreement. In the event that repayment is required, Delaware County and the Village of Sunbury shall be secured by a lien on the exempted property in the amount required to be repaid.

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

For purposes of this Section: (i) the first three-year period shall not commence until the start of the 2010 calendar year; (ii) the three-year periods shall be consecutive, rolling three-year periods (e.g., the first three-year period shall be 2010 through 2012, and the second three-year period shall be 2013 through 2015); and (iii) the repayment for a three-year period shall only be required only if Green Healthcare Development Group fails to meet the seventy-five per cent threshold for six or more of the twelve calendar quarters in that three-year period, based on a review of the quarterly employment reports provided pursuant to this Section.

13. Green Healthcare Development Group hereby certifies that it (a) does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio; (b) 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, they are currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof; and (c) has not filed a petition in bankruptcy under the United States Bankruptcy Code, or such a petition has not been filed against Green Healthcare Development Group. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
14. Green Healthcare Development Group affirmatively covenant that they do not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

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15. Green Healthcare Development Group, Village of Sunbury, and Delaware County acknowledge that this CRA Agreement must be approved by formal action of the legislative authority of Village of Sunbury and Delaware County as a condition for the Agreement to take effect. This agreement takes effect upon such approval. A copy of this agreement must be forwarded to the Ohio Departments of Taxation and Development within fifteen (15) days of approval to be finalized. All Parties to this Agreement must sign said Agreement prior to Delaware County sending said Agreement to the Ohio Departments of Taxation and Development.
16. Delaware County has developed a policy to ensure that recipients of CRA tax benefits practice non-discrimination in their operations. By executing this Agreement, Green Healthcare Development Group are committed to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
17. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that Green Healthcare Development Group or any successor enterprise, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
18. Green Healthcare Development Group affirmatively covenant 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 Green Healthcare Development Group have knowingly made a false statement to the State or local political subdivisions to obtain the Community Reinvestment Areas incentives, Green Healthcare Development Group 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 Village of Sunbury and Delaware County.

IN WITNESS WHEREOF, the Board of County Commissioners, Delaware County, Ohio by and pursuant to Resolution Number 09-_____, has caused this instrument to be executed this 2nd day of March 2009, the Council of Village of Sunbury, Delaware County, Ohio, and pursuant to Resolution Number 2009-_____, has caused this instrument to be executed this 18th day of February 2009, and Green Healthcare Development Group has caused this instrument to be executed this 2nd day of March 2009,

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-237

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FORMULA 2007 FINAL PERFORMANCE REPORT WITH THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD), OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to authorize the submittal of the following report:

WHEREAS, the Ohio Department of Development awarded \$146,000 in Fiscal Year 2007 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County; and

WHEREAS, funding to Delaware County through the Formula 2007 CDBG Formula Program, is intended to assist communities within Delaware County with necessary and useful public programs, which are responsive to State and National program objectives and qualification criteria for this program, and

WHEREAS, the Ohio Department of Development requires Delaware County to submit a Final Performance Report of the CDBG Formula 2007 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 CDBG Formula 2007 Final Performance Report from September 1, 2008 to February 29, 2009 to Ohio Department of Development, Office of Housing and Community Partnership.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

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RESOLUTION NO. 09-238**IN THE MATTER OF APPROVING THE EASEMENT AGREEMENT WITH ALBERT DE LA CHAPELLE AND CLARA D. BLOOMFIELD FOR THE PERRY – TAGGART SANITARY IMPROVEMENTS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas the Board of County Commissioner have previously executed Change Order # 14 for the Perry – Taggart Sanitary Improvements, and

Whereas the Change Order directs the contractor to construct a 15" diameter sewer from Daventry Lane to the Wingate Farms Pump Station and to remove the pump station, and

Whereas both temporary and permanent easements from Albert De La Chapelle and Clara D Bloomfield at 8060 Olentangy River Road, Delaware, Ohio are needed for the proposed improvements, and

Whereas the required easements are detailed in Exhibit A, and

Whereas Albert De La Chapelle and Clara D Bloomfield have executed an easement agreement with the County for the purchase the required easements, and

Whereas the purchase price of the easements is twenty thousand dollars (\$20,000.00).

Therefore be it resolved that the Board of County Commissioners execute the easement agreement with Albert De La Chapelle and Clara D Bloomfield for the purchase of the easements as described in Exhibit A.

Furthermore be it resolved that the Board of County Commissioners approve a purchase order and voucher for \$20,000.00 to Albert De La Chapelle and Clara D Bloomfield from 66711903-5401.

EASEMENT AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 2nd day of March, 2009, by and between Albert De La Chapelle and Clara D. Bloomfield, SELLER, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants herein after contained, the SELLER agrees to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Plat.

The purchase price of said Easement is Twenty thousand dollars (\$20,000.00) upon the execution of the Deed of Easement.

This transaction is to be closed at the SELLERS convenience, on or before January 31st, 2009 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate.

(Copies of the Exhibits and agreement are available in the Sanitary Engineer's Department until no longer of administrative value).

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-239**IN THE MATTER OF APPROVING THE EASEMENT AGREEMENT WITH STEVE R. HARMAN AND AMY L. POPE HARMAN FOR THE PERRY – TAGGART SANITARY IMPROVEMENTS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas the Board of County Commissioners have previously executed Change Order # 14 for the Perry – Taggart Sanitary Improvements, and

Whereas the Change Order directs the contractor to construct a 15" diameter sewer from Daventry Lane to the Wingate Farms Pump Station and to remove the pump station, and

Whereas both temporary and permanent easements from Steve R Harman and Amy L Pope Harman at parcel #31941102022000, Olentangy River Road, Delaware, Ohio are needed for the proposed improvements, and

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Whereas the required easements are detailed in Exhibits A and B, and

Whereas Steve R Harman and Amy L Pope Harman have executed an easement agreement with the County for the purchase the required easements, and

Whereas the purchase price of the easements is nine thousand seven hundred dollars (\$9,700.00).

Therefore be it resolved that the Board of County Commissioners execute the easement agreement with Steve R Harman and Amy L Pope Harman for the purchase of the easements as described in Exhibits A and B.

Furthermore be it resolved that the Board of County Commissioners approve a purchase order and voucher for \$9,700.00 to Steve R Harman and Amy L Pope Harman from 66711903-5401.

EASEMENT AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 2nd day of March, 2009, by and between Steve R. Harman and Amy L. Pope Harman, husband and wife, SELLERS, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants hereinafter contained, the SELLERS agree to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Exhibit A.

The purchase price of said Easement is Nine Thousand Seven Hundred Dollars and No Cents (\$9,700.00) due upon the execution of the Deed of Easement.

As additional consideration, the BUYER agrees to freeze the capacity fee (the "Fee") for connection to one (1) six inch (6") wye on the sanitary sewer line (shown on attached Exhibit B) to be installed within the Easement granted herein, subject to the following conditions:

- a) The Fee shall be frozen at its current rate of Five Thousand Nine Hundred Dollars and No Cents (\$5,900.00);
- b) The Fee shall be frozen for a period of ten (10) years from the date of execution of this Agreement, after which the then current fee rate may be charged;
- c) The Fee includes only the capacity fee or "tap fee," and does not include any surcharges assessed at the time of actual connection; and
- d) The right to the Fee freeze shall run with the land, granting the SELLERS the indefeasible right to sell, grant, assign, donate, convey, or otherwise transfer the right to the Fee freeze to any subsequent purchaser or lessee of the subject property, provided however that the right to connect at the frozen Fee is non-divisible and shall be limited to one connection for the subject property.

With respect to the work to be completed on the subject property, BUYER agrees to the following conditions:

- a) For all trees being cut as part of the project, the stump shall be ground to just below the surface or removed, and all rubbish shall be cleared and hauled from the property. With respect to walnut trees, the undamaged trunks, de-limbed, shall be left on the subject property;
- b) In both the temporary and permanent easement areas, the topsoil shall be restored or replaced; and
- c) In both the temporary and permanent easement areas, the stream bed shall be rip-rapped.

This transaction is to be closed at the SELLERS' convenience, on or before March 6, 2009 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate.

(Copies of the Exhibits are available in the Sanitary Engineer's Department until no longer of administrative value).

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-240

IN THE MATTER OF APPROVING THE EASEMENT AGREEMENT WITH JOSEPH A. MORRONE AND MARIA MORRONE FOR THE PERRY – TAGGART SANITARY IMPROVEMENTS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

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Whereas the Board of County Commissioners have previously executed Change Order # 14 for the Perry – Taggart Sanitary Improvements, and

Whereas the Change Order directs the contractor to construct a 15” diameter sewer from Daventry Lane to the Wingate Farms Pump Station and to remove the pump station, and

Whereas both temporary and permanent easements from Joseph A. Morrone and Maria Morrone at 8120 Olentangy River Road, Delaware, Ohio are needed for the proposed improvements, and

Whereas the required easements are detailed in Exhibit A, and

Whereas Joseph A. Morrone and Maria Morrone have executed an easement agreement with the County for the purchase of the required easements, and

Whereas the purchase price of the easements is three thousand seven hundred and thirty six dollars (\$3,736.00).

Therefore be it resolved that the Board of County Commissioners execute the easement agreement with Joseph A. Morrone and Maria Morrone for the purchase of the easements as described in Exhibit A.

Furthermore be it resolved that the Board of County Commissioners approve a purchase order and voucher for \$3,736.00 to Joseph A. Morrone and Maria Morrone from 66711903-5401.

EASEMENT AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 2nd day of March, 2009, by and between Joseph A. Morrone, Jr. and Maria Morrone, husband and wife, SELLERS, and the Delaware County Commissioners, BUYER;

WITNESSETH:

In consideration of the promises and covenants hereinafter contained, the SELLERS agree to sell and convey and the BUYER agrees to purchase and to pay for an Easement across the real estate described on attached Exhibit A.

The purchase price of said Easement is Three Thousand Seven Hundred and Thirty-Six Dollars and No Cents (\$3,736.00) upon the execution of the Deed of Easement.

As additional consideration, the BUYER agrees to freeze the capacity fee (the “Fee”) for connection to two (2) wyes, one (1) wye on the sanitary sewer line to be installed within the Easement granted herein (shown on attached Exhibit B) and one (1) wye on the sanitary sewer line to be installed within the Easement granted by Clara Derber Bloomfield and Albert De La Chapelle (attached as Exhibit C), subject to the following conditions:

- e) The Fee shall be frozen at its current rate of Five Thousand Nine Hundred Dollars and No Cents (\$5,900.00) per wye;
- f) The Fee shall be frozen for a period of ten (10) years from the date of execution of this Agreement, after which the then current fee rate may be charged;
- g) The Fee includes only the capacity fee or “tap fee,” and does not include any surcharges assessed at the time of actual connection; and
- h) The right to the Fee freeze shall run with the land, granting the SELLERS the indefeasible right to sell, grant, assign, donate, convey, or otherwise transfer the right to the Fee freeze to any subsequent purchaser or lessee of the subject property, provided however that the right to connect at the frozen Fee is non-divisible and shall be limited to one connection for each of the two (2) wyes for the subject property.

This transaction is to be closed at the SELLERS’ convenience, on or before March 6, 2009 at which time the SELLER will execute and deliver to the BUYER the attached Deed of Easement for the above-described real estate.

This Agreement is contingent upon the BUYER’S procurement of and SELLERS’ receipt of the additional easement from the owners of the property to the immediate north of the subject property, said owners being Clara Derber Bloomfield and Albert De La Chapelle, which said easement shall provide for the location of the service lateral at STA 26+17, as shown on Exhibit B. (A copy of the easement is attached hereto as Exhibit C.)

(Copies of the Exhibits are available in the Sanitary Engineer’s Department until no longer of administrative value).

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

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RESOLUTION NO. 09-241

IN THE MATTER OF APPROVING THE SETTLEMENT AGREEMENT WITH EVELYN DURHAM SUGAR FOR THE PURCHASE OF THE EASEMENTS FOR THE PERRY – TAGGART SANITARY IMPROVEMENTS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas the Board of County Commissioners have previously executed Change Order # 14 for the Perry – Taggart Sanitary Improvements, and

Whereas the Change Order directs the contractor to construct a 15" diameter sewer from Daventry Lane to the Wingate Farms Pump Station and to remove the pump station, and

Whereas both temporary and permanent easements from Evelyn Durham Sugar at parcel # 31941102021000, Olentangy River Road, Delaware, Ohio are needed for the proposed improvements, and

Whereas the required easements are detailed in Exhibits A and B, and

Whereas by Resolution 08-1289, the Board of County Commissioners declared a necessity and the intent to appropriate the subject easements, and

Whereas Evelyn Durham Sugar has executed a settlement agreement with the County for the purchase of the required easements and,

Whereas the purchase price of the easements is ten thousand five hundred sixty four dollars (\$10,564.00).

Therefore be it resolved that the Board of County Commissioners execute the settlement agreement with Evelyn Durham Sugar for the purchase of the easements as described in Exhibits A and B.

Furthermore be it resolved that the Board of County Commissioners approve a purchase order and voucher for \$10,564.00 to Evelyn Durham Sugar from 66711903-5401.

(Copies of the Exhibits and agreement are available in the Sanitary Engineer's Department until no longer of administrative value).

SETTLEMENT AGREEMENT

Plaintiff filed the above-captioned action, via Complaint on December 3, 2008, seeking the appropriation of a permanent easement and a temporary easement on the property of the Defendant, Evelyn Durham Sugar, for the public purpose of sanitary sewer improvements. (The subject property and easements are more fully described in the attached Exhibit.) Since the filing of this action, the Plaintiff and Defendant (hereinafter collectively referred to as the "Parties") have compromised and agreed to settle the action. This Settlement Agreement embodies such agreement of the Parties and is the full and final settlement of the above-captioned case.

As settlement of this action, the Parties agree to a consent judgment on the following conditions:

1. The Defendant agrees to Plaintiff's right to make the appropriation, that the Parties were unable to agree prior to filing, and that the appropriation is necessary for the stated public purpose.
2. The Plaintiff shall have the right to possession of the appropriated easements immediately upon Defendant's receipt of payment as required in paragraph 4, which payment shall be made by Plaintiff on or before _____, 2009.
3. The Defendant agrees to the appropriated easements which shall be exclusively for the purpose of construction, reconstruction, installation, replacement, repair, maintenance and improvement of a sanitary sewer with all lines, pipes, connections and other apparatus for the sanitary sewer to be located underground. The temporary easement shall expire without further act by Plaintiff at such time as the original sanitary sewer line is installed within the permanent easement area. To further confirm such expiration of the temporary easement, Plaintiff shall promptly deliver to Defendant a certificate in recordable form that certifies when the temporary easement expired.
4. The Plaintiff shall make a one time lump sum payment of Ten Thousand Five Hundred Sixty Four Dollars and No Cents (\$10,564.00), which sum shall constitute the entire amount of compensation due Defendant for the easements appropriated from Defendant, any and all damages to any residual lands of Defendant, Defendant's covenants set forth herein, and any and all supplemental instruments reasonably necessary to grant or transfer the interests acquired.

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5. The Plaintiff agrees to freeze the Delaware County capacity fee (the "Fee") for connection to the sanitary sewer line to be installed within the Easement appropriated herein, subject to the following conditions:

- a) The Fee shall be frozen at its current rate of \$5,900.00;
- b) The Fee shall be frozen for a period of ten (10) years from the date of execution of this Agreement, after which the then current fee rate may be charged;
- c) The Fee includes only the capacity fee or "tap fee," and does not include any surcharges assessed at the time of actual connection;
- d) The right to the Fee freeze shall run with the land, granting the Defendant the indefeasible right to sell, grant, assign, donate, convey, or otherwise transfer the right to the Fee freeze to any subsequent purchaser or lessee of the subject property, provided however that the right to connect at the frozen Fee shall be limited to connection for the subject property; and
- e) The Fee freeze is non-divisible and may be used for only one connection for the subject property.

6. The Defendant hereby agrees to forever release the Plaintiff, and its officers, officials, departments, agencies, employees, agents, representatives, volunteers, servants, and any and all of their heirs, assigns, personal representatives, and successors from all claims, rights of action, actions, or appeals of any type or nature as related to or resulting from the appropriation of the easements in this action, provided that said release is limited to claims for additional compensation for the property taken and damages to the value of the residue..

7. The Defendant shall not now or at anytime hereafter file in any court or tribunal in any state of the United States of America, be it local, county, state, or federal, any claims, rights of claims, actions, or appeals of any type, kind, or nature relating to the appropriation of the easements in this action, including, but not limited to, claims for lack of just compensation, inverse condemnation, or diminution of property value.

8. The Plaintiff agrees to pay the costs of the above-captioned action. The Parties state that this Settlement Agreement shall be considered to have been jointly drafted by the Parties and it is agreed that it shall be governed by and construed in accordance with the laws of the State of Ohio regardless of conflicts of law rules.

The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision of this Agreement. Further, it is not any of the Parties' intent to violate, nor do they believe they are violating, any civil or criminal laws in the enforcement of this Agreement.

All Parties have had this Settlement Agreement reviewed and approved by counsel, or will have waived that right, prior to signing, and all Parties signing this Agreement are doing so of their own free will, and not upon any representations made by other Parties or their agents.

This Settlement Agreement shall be effective when the signatures of the Parties are affixed and thereupon it shall be binding upon the Parties and their respective successors and assigns. This writing contains the complete agreement of the Parties concerning the settlement and it shall only be modified by a further writing executed by all Parties. Except as provided herein, this Settlement Agreement shall be self-executing and shall not require further action on the part of the Parties to validate this document.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

BRIAN GALLIGHER, DISCUSSION SIREN OUTDOOR WARNING SYSTEM

COMMISSIONERS' COMMITTEES REPORTS

(For a complete record refer to the Official CD minutes)

Commissioner O'Brien

-The Central Ohio Youth Center voted to move forward with drawings for renovating the facility; Madison county voted no.

-Per the 911 Board meeting minutes, Mr. O'Brien would like more information on the packet given to Tom Homan.

Commissioner Hanks

-Thanks the Board for the Multiple Sclerosis Proclamation

-Budget Commission meeting; reductions in revenues; 33% less than December estimates.

Commissioner Thompson

-Local ideas for Stimulus Money

-Letter: Treasurer Dale Wilgus, will retire on May 21, 2009

Commissioners to plan a working budget session.

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RESOLUTION NO. 09-242

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

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn into Executive Session at 7:30PM.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-243

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 8:18PM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-244

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. Hanks, seconded by Mr. O'Brien adjourn the meeting.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

Todd Hanks

Ken O'Brien

Tommy Thompson