

Vote on Motion	Mr. O'Brien	Absent	Mr. Merrell	Aye	Mr. Stapleton	Aye
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COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 11, 2014

RESOLUTION NO. 14-882

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF’S
OFFICE TRANSPORT REPORT FOR THE MONTH OF JULY 2014:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve the following:

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for July 2014;

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

Section 1. The Board hereby accepts and approves the Delaware County Sheriff’s Office Transport Report for the month of July 2014.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

Vote on Motion Mr. Merrell Aye Mr. O’Brien Absent Mr. Stapleton Aye

RESOLUTION NO. 14-883

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR NELSON FARMS
SECTION 1, PHASE C:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve the following:

Whereas, Nelson Farms Associates, LLC has submitted the Plat of Subdivision (“Plat”) for Nelson Farms Section 1, Phase C, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Liberty Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on July 7, 2014; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on July 7, 2014; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on July 7, 2014; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on July 8, 2014; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on August 6, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Nelson Farms Section 1, Phase C

Nelson Farms Section 1, Phase C:

Situated in the State of Ohio, County of Delaware, Township of Liberty and in Farm Lot 9, Quarter Township 1, Township 3, Range 19, United States Military Lands, containing 5.395 acres of land, more or less, said 5.395 acres being part of that tract of land conveyed to Nelson Farms Associates, LLC, by deed of record in Official Record 220, Page 1057, Recorder’s Office, Delaware County, Ohio. Cost \$12.

Vote on Motion Mr. Stapleton Aye Mr. O’Brien Absent Mr. Merrell Aye

RESOLUTION NO. 14-884

IN THE MATTER OF APPROVING OWNER’S AGREEMENT FOR KILLDEER MEADOWS
SECTION 4:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve the following agreement:

Whereas, The Engineer recommends approving the Owner’s Agreement For Killdeer Meadows Section 4;

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Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner's Agreement For Killdeer Meadows Section 4;

Owner's Agreement for Killdeer Meadows Section 4

**OWNER'S AGREEMENT
PROJECT NUMBER: N04068**

THIS AGREEMENT, executed on this 11th day of August 2014 between **M/I HOMES OF CENTRAL OHIO**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **KILLDEER MEADOWS SECTION 4**, further identified as Project Number N04068 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **TWENTY-FOUR THOUSAND TWO HUNDRED DOLLARS (\$24,200)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY**

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COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER’S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

In consideration whereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$302,500
CONSTRUCTION BOND AMOUNT	\$302,500
MAINTENANCE BOND AMOUNT	\$ 30,300
INSPECTION FEE DEPOSIT	\$ 24,200

Vote on Motion Mr. O'Brien Absent Mr. Merrell Aye Mr. Stapleton Aye

*RESOLUTION NO. 14-885 WAS NOT UTILIZED

RESOLUTION NO. 14-886

IN THE MATTER OF APPROVING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT PROVIDER ST. VINCENT’S FAMILY CENTER:

It was moved by Mr. Stapleton, seconded by Mr. Merrell 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 contract;

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
St. Vincent’s Family Center 1490 E. Main Street Columbus, Ohio 43205	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A copy of this contract is available in the Commissioners’ Office until no longer of administrative value).

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Absent

RESOLUTION NO. 14-887

IN THE MATTER OF EXPRESSING THE BOARD’S SUPPORT FOR NEXCORE’S PROPOSED DEVELOPMENT PROJECT IN ORANGE TOWNSHIP AND CONTINGENT APPROVAL OF AN ORANGE TOWNSHIP COMMUNITY REINVESTMENT AREA AGREEMENT WITH MC MSB LLC:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve the following:

WHEREAS, Delaware County has encouraged the development of real property and the acquisition of personal property located in the area designated as Orange Township Community Reinvestment Area #041-58618-01; and

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WHEREAS, NexCore, or its subsidiary MC MSB LLC, desires to construct a new medical facility (hereinafter referred to as "Project") within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, in order to be eligible for the proposed tax incentive, NexCore, or its subsidiary MC MSB LLC, must obtain legal ownership of the property to be utilized for the Project;

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

SECTION 1: The Board hereby expresses its support for the Project as a benefit for the continued economic growth of Delaware County.

SECTION 2: The Board hereby approves the following Orange Township Community Reinvestment Area Agreement, contingent upon NexCore, or its subsidiary MC MSB LLC, obtaining legal ownership of the Project property on or before August 28, 2014 and submitting an application pursuant to section 3735.67 of the Revised Code:

**ORANGE TOWNSHIP COMMUNITY REINVESTMENT AREA AGREEMENT
CRA #041-58618-01 – MC MSB LLC**

This Agreement is made and entered into by and between the Delaware County Commissioners, on behalf of Delaware County, Ohio ("County"), with their main offices located at 101 North Sandusky Street, Delaware, Ohio 43015, and MC MSB LLC (referred to herein as "MC MSB LLC" or as "NexCore"), with an address at 1621 18th Street, Suite 250, Denver, CO 80202 and the Parties set forth the following recitals:

WHEREAS, the County has encouraged the development of real property and the acquisition of personal property located in the area designated as Orange Township Community Reinvestment Area #041-58618-01 ("CRA"); and

WHEREAS, MC MSB LLC desires to construct a new 125,000 square foot integrated medical fitness and ambulatory facility (hereinafter referred to as the "Project") within the boundaries of the aforementioned CRA, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, MC MSB LLC's North American Industrial Classification System (NAICS) number is 621498 Outpatient Healthcare Services and 713940 Fitness/Recreational Sports Centers; and

WHEREAS, the County, by Resolution No. 10-1050, adopted August 9, 2010, designated the CRA, pursuant to Chapter 3735 of the Revised Code; and

WHEREAS, effective September 23, 2010, the Director of Development of the State of Ohio determined that the aforementioned area designated in Resolution No. 10-1050 contains the characteristics set forth in section 3735.66 of the Revised Code and confirmed the area as Community Reinvestment Area #041-58618-01 under Chapter 3735; and

WHEREAS, the County is desirous of providing MC MSB LLC with real property tax incentives available for the development of the Project in the CRA; and

WHEREAS, MC MSB LLC will be creating new jobs at the Project site; and

WHEREAS, MC MSB LLC has submitted a proposed agreement application (attached hereto as Exhibit A and, by this reference, fully incorporated herein) to the County (the "Application"); and

WHEREAS, the Tax Incentive Negotiating Committee for the CRA has investigated MC MSB LLC's Application and unanimously recommended approval on the basis that MC MSB LLC is qualified by financial responsibility and experience to create and preserve employment opportunities in the CRA and improve the economic climate of Delaware County; and

WHEREAS, because the exemption recommended is less than fifty percent, this Agreement is not subject to approval by the Olentangy Local School District; and

WHEREAS, the Tax Incentive Negotiation Committee recommended approval at their June 18, 2014, meeting;

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 agree as follows:

1. MC MSB LLC shall construct a 125,000 square foot integrated medical fitness and ambulatory

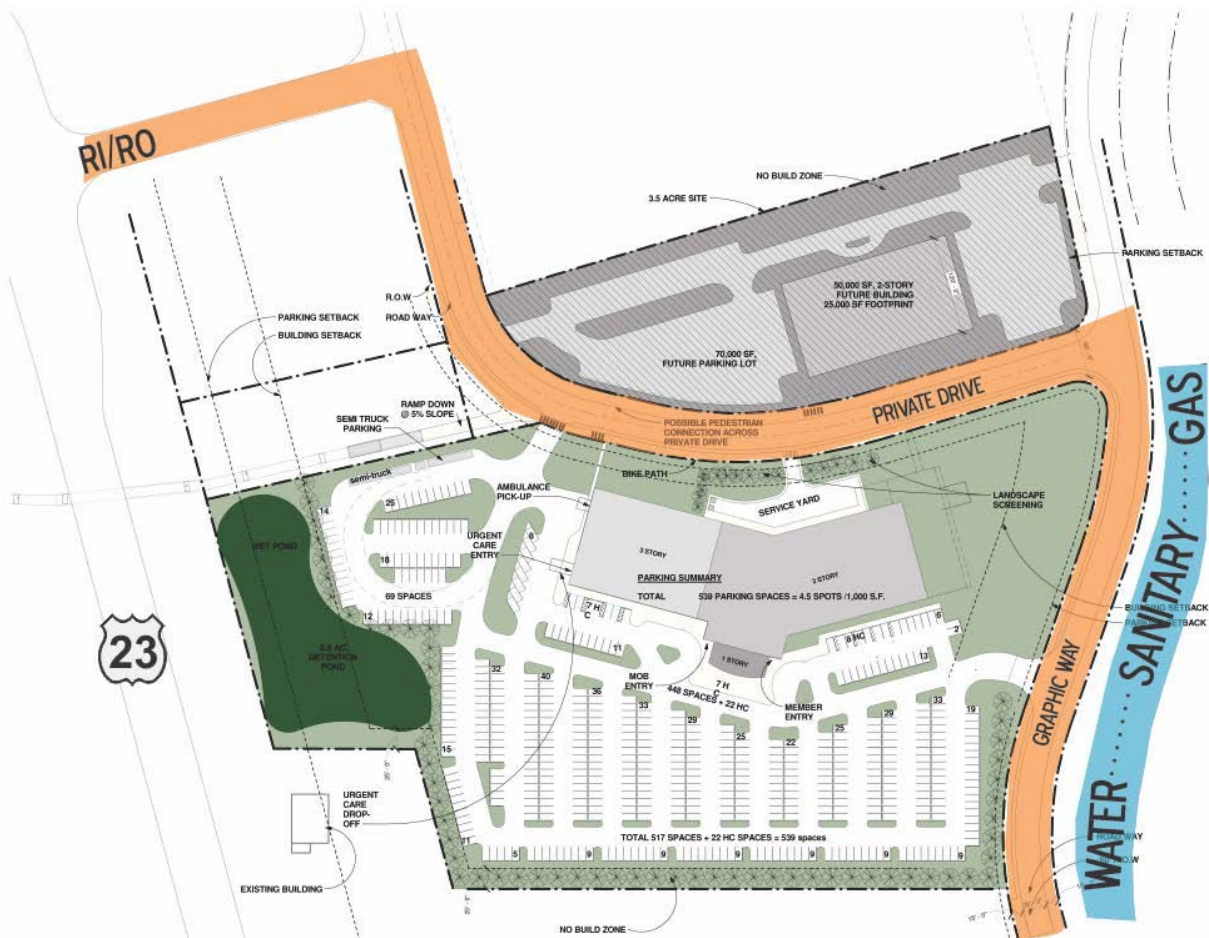
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facility in Orange Township, within the CRA,
at the following site:



2. The development will occur on eleven and a half acres of Parcel 318-230-01-001-000, as the same is known and designated on the Delaware County Auditor’s revised list of parcels in Delaware County, Ohio. This abatement is designated for, and specifically limited to, the 11.5 acre site to be the home of the MC MSB LLC Project, and the purpose of the abatement is to financially offset development costs.

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Planned* public infrastructure improvements necessary for the Project are as follows:

Construction of Graphics Way (between Menards site and a point at the NEC of the subject property)	
Construction of Private Drive (between Graphics Way and Route 23 including right in/right out at Route 23)	
Providing adequate water, gas, and sanitary sewer (from Menards to NEC of subject property along Graphics Way) to the site	
Estimated Total:	\$1.5-\$1.8 Million

The Project shall commence on August 28, 2014, and all acquisition, construction, and installation shall be completed by October 31, 2015. Any changes to the commencement or completion dates may only be made by written amendment of this Agreement.

2. Job Creation: MC MSB LLC shall create within a time period not exceeding 36 months after the commencement of construction of the aforesaid facility, the equivalent of:

New Full-Time Permanent Equivalent (FTE) Jobs	110
New Part-Time Permanent Equivalent (FTE) Jobs	0
New Full-Time Temporary Equivalent (FTE) Jobs	0
New Part-Time Temporary Equivalent (FTE) Jobs	0
Total	110

No employees are currently located at this site.

Mt. Carmel Employees in the State of Ohio	
New Full-Time Permanent Equivalent (FTE) Jobs	6,426
New Part-Time Permanent Equivalent (FTE) Jobs	953
Total	7,379
NexCore has zero employees in the State of Ohio	

1 FTE = 37.5 hours per week or 2 part time employees working 37.5 total hours per week = 1 FTE

New Job Creation Period	New FTE	Retain	Total FTE Employment
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	Employment Level		
By December 31, 2016	+65 (Year 1)		65
By December 31, 2017	+30 (Year 2)		95
By December 31, 2018	+15 (Year 3)		110

The creation of 110 FTE jobs shall result in at least \$7.2 million dollars in annual payroll when the Project has stabilized, projected to occur in the 2017-2018 timeframe.

3. MC MSB LLC 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.

ADDITIONAL REQUIREMENTS:

- a. MC MSB LLC shall maintain a corporate membership in a Delaware County chamber of commerce or business association.
- b. MC MSB LLC shall contact the Superintendent, Delaware Area Career Center, 4565 Columbus Pike, Delaware, OH 43015, 740.548.0708, for information on adult education and training services.

4. The County hereby grants MC MSB LLC a tax exemption for real property improvements made to the Project site, pursuant to section 3735.67 of the Revised Code, in the following amounts:

Real Property	New Investment
Acquisition of Building:	
Additions/New Construction:	\$ 28.7 Million
Improvements to Existing Buildings:	
Machinery & Equipment:	\$4.87 Million
Furniture & Fixtures:	\$3.23 Million
Inventory:	
Terms:	50%/year exemption for 5 years, capped at \$2 Million on building
Total New Project Investment:	\$36.8 Million

Year of Tax Exemption Tax Exemption Amount

Year 1	50%
Year 2	50%
Year 3	50%
Year 4	50%
Year 5	50%

The following table shows new and abated taxes on a \$28.7 million building, plus the increased taxes on commercial land. Please see the attached tax analysis for more information.

			Delaware	MC MSB LLC
Delaware County	4.972508	7.89%	\$91,966	\$67,117
	0.000000	0.00%	\$0	\$0
Olentangy LSD	43.907146	69.67%	\$812,059	\$592,637
Preservation Park	0.590336	0.94%	\$10,918	\$7,968
Delaware Area Career	2.290893	3.64%	\$42,370	\$30,921
Delaware Co Library	1.027792	1.63%	\$19,009	\$13,873
	0.000000	0.00%	\$0	\$0
Orange Township	8.184065	12.99%	\$151,364	\$110,465
Delaware County Health Dept	0.629829	1.00%	\$11,649	\$8,501
Delaware Morrow Mental Health	0.984985	1.56%	\$18,217	\$13,295
Delaware 911	0.430996	0.68%	\$7,971	\$5,817
TOTAL	63.018550	100%	\$1,165,523	\$850,594

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The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2015, nor extend beyond 2020. Said exemption shall be based on the increase on the assessed value of real property attributed to the real property improvements at the Project site. MC MSB LLC must file the appropriate tax forms (DTE 24) with the County.

5. MC MSB LLC shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the agreement or five hundred dollars (\$500); provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars (\$2,500).

The fee shall be made payable to Delaware County once per year for each year the agreement is effective by December 31. 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 3735.672 of the Revised Code and by the Tax Incentive Review Council created under section 5709.85 of Revised Code exclusively for the purposes of performing the duties prescribed under that section.

6. MC MSB LLC shall pay such real property taxes as 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 MC MSB LLC fails to pay such taxes or file such returns and reports, exemptions from taxation granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

7. The County 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.

8. If for any reason the County revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless MC MSB LLC materially fails to fulfill its obligations under this agreement and the County terminates or modifies the exemptions from taxation pursuant to this agreement.

9. If MC MSB LLC materially fails to fulfill its obligations under this agreement, or if the County determines that the certification as to delinquent taxes required by this agreement is fraudulent, the County may terminate or modify the exemptions from taxation granted under this agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement. The County may secure repayment of such taxes by a lien on the exempted property in the amount required to be repaid. Such lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

10. MC MSB LLC hereby certifies that at the time this agreement is executed, MC MSB LLC does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which MC MSB LLC is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, MC MSB LLC currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against MC MSB LLC. For the purposes of this 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.

11. MC MSB LLC affirmatively covenants 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; or (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a tribunal of this or any other state.

12. MC MSB LLC and the County acknowledge that this agreement must be approved by formal action of the legislative authority of Delaware County as a condition for the agreement to take effect. This agreement takes effect upon such approval.

13. The County has developed a policy to ensure recipients of CRA tax benefits practice non-discrimination and equal opportunity employment. By executing this agreement, MC MSB LLC certifies that it shall engage in non-discriminatory hiring practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that MC MSB LLC, any successor thereto, or any related member (as those terms are defined in division (E) of 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 or 5709.63 of the Ohio Revised Code prior to the time

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prescribed by that division or either of those sections.

15. MC MSB LLC affirmatively covenants that they have made no false statements to the State or local political subdivision in the process of obtaining approval for the Community Reinvestment Area incentives. If any representative of MC MSB LLC has knowingly made a false statement to the State or local political subdivision to obtain the CRA incentives, then the party making such representation shall be required to immediately return all benefits received under this Agreement, pursuant to section 9.66(C)(2) of the Revised Code and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to section 9.66(C)(1) of the Revised Code. 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 section 2921.13(D)(1) of the Revised Code, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

16. This Agreement constitutes the entire final agreement between the Parties, shall supersede any prior or contemporaneous agreements, whether written or oral, and shall be deemed to have been drafted by both Parties. This agreement is not transferable or assignable without the express, written approval of the County. This agreement may only be modified by written amendment between the Parties.

SECTION 3: Upon approval of the Agreement, final execution of the Agreement shall be completed at a time convenient to both Parties thereto, taking into consideration that time is of the essence.

SECTION 4: The Board hereby directs the Clerk of the Board to forward a copy of the Agreement to the Director of the Ohio Department of Development within fifteen (15) days after the Agreement is entered into as provided in SECTION 3 of this Resolution. The Board further directs the Clerk of the Board to cause the Agreement to be recorded in the Delaware County Recorder's Office.

SECTION 5: SECTIONS 2, 3, and 4 of this Resolution shall take effect upon satisfaction of the contingency set forth in SECTION 2 of this Resolution. If the contingency set forth in SECTION 2 is not satisfied by the date set forth in SECTION 2, then SECTIONS 2, 3, and 4 of this Resolution shall be null and void. SECTION 1 of this Resolution shall take effect immediately upon passage.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Absent Mr. Merrell Aye

RESOLUTION NO. 14-888

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM
AGENT FOR THE PETITIONER, MICHAEL R. SHADE, REQUESTING ANNEXATION OF
247.471 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF SUNBURY:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to acknowledge that on August 7, 2014, the Clerk to the Board of Commissioners received an annexation petition request to annex 247.471 acres from Berkshire Township to the Village of Sunbury.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Absent Mr. Stapleton Aye

ADMINISTRATOR REPORTS

Tim Hansley

-Commissioner O'Brien is absent today due to a meeting with Simon-Tanger representatives

-Update on the Economic Development website

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton

-No reports

Commissioner Merrell

-No reports

RESOLUTION NO. 14-889

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
CONFIDENTIAL INFORMATION RELATED TO ECONOMIC DEVELOPMENT:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve the following at 9:38AM:

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

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(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

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

Section 1. The Board hereby adjourns into executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

Section 2. The Board hereby finds and determines that the information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Section 3. The Board hereby finds and determines that the executive session is necessary to protect the interests of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

Vote on Motion Mr. O'Brien Absent Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 14-890

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn out of Executive Session at 10:20AM.

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Absent

There being no further business, the meeting adjourned.

1:30PM WORK SESSION

Present:
Gary Merrell, President
Dennis Stapleton, Vice President
Ken O'Brien, Commissioner

1. Delaware County Transit Board - Delaware Area Transit Agency
Denny Schooley, Executive Director
Tom Jones, Chair
Boots Sheets Vice-chair

- Topics:**
- **Community Study**
 - **The Board Make-Up And Needs**
 - **Current Board Member Input Into Future Board Members And Chair Selection**
 - **Changes In Service - Rural Vs. Urban & Plans**
 - **Building Renovations**
 - **Federal Funding**

2. Representatives from Ringler Energy LLC. To Discuss Biosolids Disposal

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 11, 2014

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners