

COMMISSIONERS JOURNAL NO. 45 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2004

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

Present: Kristopher W. Jordan, James D. Ward
Absent: Deborah B. Martin

- 9:00 AM Executive Session
- 1:30 PM Viewing And Public Hearing For Consideration Of The Sheets #318 Ditch Petition Filed By Glenn T. Sheets And Others
- 7:30 PM Public Hearing For A Zoning District Change From Farm Residential District (FR-1) To Planned Institutional District (PINS) For A 5.01-Acre Tract Owned By The Grace Baptist Church In Radnor Township

RESOLUTION NO. 04-384

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. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 9:00AM.

Vote on Motion Mrs. Martin Absent Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 04-385

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn out of Executive Session at 10:00AM.

Vote on Motion Mr. Jordan Aye Mrs. Martin Absent Mr. Ward Aye

PUBLIC COMMENT

RESOLUTION NO. 04-386

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 25, 2004 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held March 25, 2004 as contained in the county's official electronic recordings of the proceedings.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Absent

RESOLUTION NO. 04-387

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0326:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR0326 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Increases			
Juvenile Court	Lab Testing	22511607-5340	\$ 7,400.00
Vouchers			
Delaware JVS Area Career	Resource Room	22411603-5348	\$ 5,561.39
3 rd Degree Tanning	RLF Expansion	23111709-5365	\$ 50,000.00
Delaware Floor Company	Carpet	65111904-5410	\$ 10,389.39

Vote on Motion Mrs. Martin Absent Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 04-388

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Auditor's Office is requesting that Paul Howard and Merrill Sheets attend an Annual Weights and Measures Conference in Dayton, Ohio April 20 to 23, 2004, at the cost of \$635.00.

The Facilities Department is requesting that Gregg Rittenhouse attend a Foley-Belsaw Institute Master Keying Course various days from March 2004 to October 2004, at the cost of \$150.00.

The Commissioners Office is requesting that Letha George and Jennifer Walraven attend the County Clerks Regional meeting in Crawford County April 16, 2004, at no cost.

Juvenile Court is requesting that Judge Spicer attend a Jury Trial Skills Training in Columbus, Ohio April 23, 2004, at the cost of \$50.00.

Juvenile Court is requesting that Donald Worly and Sharon McCollister attend a Juvenile Law Course in Cincinnati, Ohio April 15, 2004, at the cost of \$627.50.

The Engineer's Office is requesting that Steve Savon attend a Chainsaw Safety Training Class at the Ohio Forestry Association April 23, 2004, at the cost of \$182.50.

The Engineer's Office is requesting that Bob Walker, Junior Yates and Mike Foreman attend a Bridge Workers' Supervisor's Engineer's Conference at Deer Creek State Park April 14 to 15, 2004, at the cost of \$510.00.

The Environmental Services Department is requesting that Barry Bryant and Chad Antle attend a Fundamentals of Construction Contracts Seminar in Worthington, Ohio May 25, 2004, at the cost of \$578.00.

The Court of Common Pleas is requesting that Erin Cook and Doug Missman attend a Mental Illness Conference in Columbus, Ohio May 20, 2004, at the cost of \$150.00.

Vote on Motion Mr. Jordan Aye Mrs. Martin Absent Mr. Ward Aye

RESOLUTION NO. 04-389

IN THE MATTER OF APPROVING THE PLAN FOR RUTHERFORD ROAD WIDENING FOR RUTHERFORD ESTATES; THE PLATS AND DITCH MAINTENANCE PETITIONS FOR ESTATES OF GLEN OAK SECTION 3, PHASE A AND ESTATES OF GLEN OAK SECTION 3 PHASE B:

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

Rutherford Road Widening For Rutherford Estates

Roadway Widening Plan At Rutherford Estates Situated In The State Of Ohio, County Of Delaware, Liberty Township, Being Part Of United States Military Lands. No Cost.

Estates Of Glen Oak Section 3, Phase A

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, And In Farm Lot 21, Quarter Township 2, Township 3, Range 18, United States Military Lands, Containing 8.442 Acres Of Land, More Or Less, Said 8.442 Acres Being Part Of That Tract Of Land Conveyed To Dominion Homes, Inc. An Ohio Corporation, By Deed Of Record In Official Record 436, Page 2666, Recorder's Office, Delaware County, Ohio. Cost \$81.00.

Estates Of Glen Oak Section 3 Phase B

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, And In Farm Lot 21, Quarter Township 2, Township 3, Range 18, United States Military Lands, Containing 8.520 Acres Of Land, More Or Less, Said 8.520 Acres Being Part Of That Tract Of Land Conveyed To Dominion Homes, Inc. An Ohio Corporation, By Deed Of Record In Official Record 439, Page 2666, Recorder's Office, Delaware County, Ohio. Cost \$78.00.

Ditch Maintenance Petition- Estates Of Glen Oak Section 3, Phase A

We the undersigned owners of 8.442 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Estates Of Glen Oak Section 3, Phase A** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County

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Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Estates Of Glen Oak Section 3, Phase A** Subdivision.

The cost of the drainage improvements is averaged and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Twenty-seven (27) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$3,156.89 per lot. An annual maintenance fee equal to 2% of this basis \$63.14 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$1,704.78 has been paid to Delaware County.

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

Ditch Maintenance Petition- Estates Of Glen Oak Section 3, Phase B

We the undersigned owners of 8.442 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Estates Of Glen Oak Section 3, Phase B** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Estates Of Glen Oak Section 3, Phase B** Subdivision.

The cost of the drainage improvements is averaged and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Twenty Six (26) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$3,156.89 per lot. An annual maintenance fee equal to 2% of this basis \$63.14 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$1,641.64 has been paid to Delaware County.

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

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Absent

RESOLUTION NO. 04-390

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR OLDE STATE FARMS SECTION 2 AND THE RUTHERFORD ROAD WIDENING FOR RUTHERFORD ESTATES:

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

Olde State Farms Section 2

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 29th day of March 2004, between **OLDE STATE FARMS LTD.**, as evidenced by the **OLDE STATE FARMS SECTION 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** 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

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of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 3/12/04, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** 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 year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be replaced by the **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **THIRTY THOUSAND SIX HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory, and the cost of street and traffic control signs. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** 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 to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

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

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, 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 **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor or material incident to said construction of improvements.

The **SUBDIVIDER** shall, during construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the **County** regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

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

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

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

Rutherford Road Widening For Rutherford Estates

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made and entered into this 29th day of March 2004, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **RUTHERFORD ESTATES I, LLC**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**RUTHERFORD ROAD WIDENING FOR RUTHERFORD ESTATES**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **SEVENTY-FOUR THOUSAND ONE HUNDRED FORTY DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".
4. The **SUBDIVIDER** shall deposit **SIX THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2004**.
8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and "**Traffic Control for Construction and Maintenance**".
9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
10. If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

Vote on Motion Mrs. Martin Absent Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 04-391

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR ESTATES OF GLEN OAK SECTION 3, PHASE A AND ESTATES OF GLEN OAK SECTION 3, PHASE B:

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

Estates of Glen Oak Section 3, Phase A

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$147,398.25** and a Bond in that amount is available to cover the bonding of this project.

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Estates of Glen Oak Section 3, Phase B

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$155,187.75** and a Bond in that amount is available to cover the bonding of this project.

Vote on Motion Mr. Jordan Aye Mrs. Martin Absent Mr. Ward Aye

RESOLUTION NO. 04 -392

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

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

Permit #	Applicant	Location	Type of Work
U04035	Sprint	CR 605	Replace damaged fiber
U04036	SBC	Maxtown/Tussic/Sunbury	Place conduit
U04037	AEP	Buttermilk Hill Road	Install equipment
U04038	AEP	Hills Miller Road	Install equipment
U04039	AEP	Troy Road	Install equipment
U04040	Sprint	Holley Woods Drive	Place buried cable

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Absent

RESOLUTION NO. 04-393

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY ENGINEER:

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

**AGREEMENT BETWEEN
THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT, THE DELAWARE COUNTY BOARD
OF COMMISSIONERS AND THE DELAWARE COUNTY ENGINEER**

On the 3rd day of January, 1999 this agreement was entered into by and between the Delaware Soil and Water, Conservation District, State of Ohio, hereinafter called the District; the Delaware County Board of Commissioners, State of Ohio, hereinafter called the Commissioners; and the Delaware County Engineer, hereinafter called the Engineer. The most recent revision to this document was made in March 2004.

STATEMENT OF PURPOSE

The District, the Commissioners, and the Engineer have the common objective of cooperatively bringing about the administration and maintenance of drainage improvements, **and addressing water quality issues relating to the National Pollutant Discharge Elimination System (NPDES) permit program** within Delaware County. They, therefore, enter into this agreement as the foundation for an enduring cooperative working agreement for the administration and maintenance of drainage **projects improvements** as established under the provisions of the Ohio Drainage Law, Chapters **6131, 6133 and 6137**, Ohio Revised Code, **and meeting NPDES Requirements for Small MS4s outlined in OAC 3745-39-03.**

WHAT THE DISTRICT WILL DO

The District will provide needed personnel to carry out the maintenance program, upon receipt of notification that sufficient **Drainage Ditch** Maintenance Funds are available to do so.

The District will make annual inspections on all projects ~~ditches~~ under maintenance assessment and file a report with the Engineer by April 1st, annually, for the Engineers use in making his recommendation to the Commissioners by June 1st of each year, in accordance with Section 6137.06, Ohio Revised Code.

The District will make assessment adjustment recommendations in its inspection report to the Engineer, in accordance with Section 6137.11, Ohio Revised Code.

The District will cooperate with adjacent counties on joint maintenance and assessment agreements.

The District will carry out all needed improvements under the maintenance program as provided for under the Ohio Drainage Law, Chapter 6137, Ditch Maintenance Fund, Ohio Revised Code.

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The District will provide certificates for reduction in annual maintenance assessments as provided for under section 6137.09, Ohio Revised Code.

The District will view all applications for reduction in maintenance allowance according to Section 6137.08 of the Ohio Revised Code and will make recommendations to the Engineer.

The District will file a report by February 1st, annually, with the Commissioners, Engineer, Treasurer, and the Auditor of the maintenance activities during the calendar year.

The District will include in its annual budget request to the Commissioners, funds needed for equipment, supplies, and personnel to carry out the maintenance program under Chapter 6137, Ohio Revised Code. The budget requests shall be filed by October 1st of each year.

The District will, in accordance with Section 6137.14, Ohio Revised Code, report any findings to the Engineer.

The District will keep complete records of all expenditures and properly submit, to the Clerk of the Commissioners, reports on all charges for maintenance work, if requested by the Commissioners.

The District will submit all plans for maintenance to the Engineer and Commissioners for recommendations and approval.

The District will act as a technical resource **for both the County Commissioners and County Engineer** in assisting with new petition **drainage projects** ~~ditches~~, **as per Chapter 6131 and 6133, Ohio Revised Code.**

The District's Ditch Maintenance Supervisor will check petitioned **drainage projects** ~~ditches~~ both during and at the completion of construction under the supervision of the Engineer. This will enable the Maintenance Supervisor to be familiar with the project when maintenance responsibilities are assumed.

The District will make six (6) year reviews of **drainage project** ~~ditch~~ maintenance bases and revise them, subject to the Engineer's approval, prior to the hearing by the Commissioners. A representative of the District shall be present at the hearing scheduled by the Commissioners with the property owners.

The District will carry adequate vehicle and liability insurance for protection from damage actions resulting from maintenance activities.

The District will provide a copy of the inventory list ~~will be given~~ to the Engineer at the same time that a copy is given to the Commissioners.

The District will assist with the implementation the Public Education/Outreach "Minimum Control Measure" of the National Pollutant Discharge Elimination System (NPDES) permit program as outlined in the County's (NOI) application.

The District will provide the County Drainage Engineer with an annual report by February 15th outlining Public Education/Outreach activities completed as part of the County's NPDES II program.

WHAT THE COMMISSIONERS WILL DO

The Commissioners will make available County **Drainage Ditch** Maintenance Funds to the District as approved in the Annual Maintenance budget, for needed equipment, supplies, personnel, and contractual services to carry out the **Drainage Ditch** Maintenance provisions of the Ohio Drainage Law, in accordance with the O.R.C., sections 6137.05 and 6137.06.

The Commissioners will refer any questions from landowners regarding the **drainage maintenance program** to the District.

The Clerk of the Commissioners will notify by certified mail the adjoining counties of the percent to be collected on joint **projects** ~~ditches~~ for the current maintenance year as applicable.

The Commissioners will require, as allowed by law, a minimum easement of twenty (20) feet and maximum of eighty (80) feet, varying with depth of tile, determined by the Engineer, for maintenance on all property that the drainage outlet crosses on rural home development projects. This area will be kept free of all permanent improvements, trees, etc. that would obstruct maintenance equipment in the event that repairs are needed.

When a maintenance improvement is made necessary in whole or in part by the negligent acts or omissions of any landowner, the Commissioners will contact said landowner by letter stating the circumstances surrounding the maintenance needed and provide him/her the opportunity to make the required improvement. Any questions regarding improvements will be referred to the District.

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Equipment and property purchased by ditch maintenance funds to service this agreement shall be returned to the Commissioners on termination of this agreement.

WHAT THE ENGINEER WILL DO

The Engineer will delegate to the District his operational duties in carrying out the **Drainage Ditch** Maintenance Program as provided under Chapter 6137, ~~Ditch Maintenance~~, Ohio Revised Code.

The Engineer will receive and review all maintenance inspection reports in accordance with Section 6137.06, Ohio Revised Code.

The Engineer will notify the District of any newly petitioned **drainage projects** ~~ditches~~ and request their technical assistance ~~involvement in~~ **with** the petition process.

The Engineer will notify the District of any petitioned **drainage projects** ~~ditches~~ under construction and request their **technical** assistance **to carry out** ~~in~~ inspections.

The Engineer will refer any questions from landowners regarding the **drainage** maintenance program to the District.

The Engineer will review, for his recommendations and approval, all maintenance plans.

IT IS MUTUALLY AGREED BY ALL

The District, Commissioners, and Engineer will meet periodically, as needed, to review and, where possible, coordinate their individual programs and activities for the maximum mutual benefit.

This agreement may be amended or terminated at any time by mutual consent of the parties hereto, or may be terminated by any party giving a sixty (60) days notice in writing to the others.

If this contract is not terminated within one (1) year, then it shall automatically renew itself for another year, and for each year thereafter.

Vote on Motion Mrs. Martin Absent Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 04-394

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR RUTHERFORD ESTATES:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the sanitary sewer plan for Rutherford Estates for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion Mrs. Martin Absent Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 04-395

IN THE MATTER OF APPROVING A RECOMMENDATION BY THE DELAWARE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) TO APPROVE THE APPOINTMENT OF JESSE CARTER AS THE ALTERNATE PUBLIC INFORMATION OFFICER REPRESENTATIVE TO THE LEPC:

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

WHEREAS, in accordance with the Ohio Revised Code Section 3750.03(b) the Local Emergency Planning Committee recommends to the Board of Commissioners to approve the appointment of Jesse Carter as an alternate Public Information Officer to the LEPC effective 1 April 2004.

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. Jordan Aye Mrs. Martin Absent Mr. Ward Aye

RESOLUTION NO. 04-396

IN THE MATTER OF APPROVING THE PURCHASE OF A NEW NOTEBOOK COMPUTER FOR EMERGENCY SERVICES:

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

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WHEREAS, the Data Center has acquired an employee dedicated to the administration of Emergency Services computerized systems, and;

WHEREAS, this individual requires a mobile computing capability in addition to desktop capability, and;

WHEREAS, the acquisition of this computer was presented to the Data Board and approved;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approves the purchase of a notebook computer to be used by this employee in the field at a cost of \$1,628.00.

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 Mrs. Martin Absent Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 04-397

IN THE MATTER OF AWARDING THE BID TO GOTCO EXCLUSIVE CARPET CARE FOR CARPET CLEANING SERVICES FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County received bids for carpet cleaning services for various Delaware County Buildings on March 22, 2004. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by GOTCO Exclusive Carpet Care has been determined to be the lowest and best bid for carpet cleaning services;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, approve and accept the bid submitted by GOTCO Exclusive Carpet Care for carpet cleaning services for Delaware County.

Vote on Motion Mr. Jordan Aye Mrs. Martin Absent Mr. Ward Aye

RESOLUTION NO. 04-398

IN THE MATTER OF APPROVING CHANGE ORDER #1 FOR BID PACKAGE 2 - HVAC (CREDIT FOR ALLOWANCES) FOR THE OFFICE RENOVATIONS AT 149 NORTH SANDUSKY STREET:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve change order #1 for Bid Package 2:

All American Heating and Air Conditioning, Inc.

Original Contract	\$ 77,943.00
Change Order	(-\$ 4,055.00)
Revised Contract Amount	\$ 73,888.00

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Absent

RESOLUTION NO. 04-399

IN THE MATTER OF ACCEPTING WARRANTIES, AS-BUILT DRAWINGS, O&M MANUALS, CONTRACTOR AFFIDAVIT, PREVAILING WAGE AFFIDAVIT, PUNCHLIST CERTIFICATION AND PAYING RETAINAGE FOR BID PACKAGE 2 (ALL AMERICAN HEATING AND AIR CONDITIONING, INC.) FOR OFFICE RENOVATIONS AT 149 NORTH SANDUSKY STREET:

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

COMPANY	AMOUNT RETAINAGE
All American Heating & Air Conditioning, Inc.	\$7,445.60

Further Be It Resolved, that the Commissioners approve payment of the following voucher:

All American Heating & Air Conditioning, Inc. in the amount of \$7,445.60 (40111402-5410)

Vote on Motion Mrs. Martin Absent Mr. Jordan Aye Mr. Ward Aye

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RESOLUTION NO. 04-400

IN THE MATTER OF APPROVING CHANGE ORDERS # 1 AND #2 FOR BID PACKAGE 3 - PLUMBING (SANITARY LIFT PUMP IN LIEU OF CUTTING CONCRETE FLOOR AND CREDIT FOR UN-USED ALLOWANCE) FOR THE OFFICE RENOVATIONS AT 149 NORTH SANDUSKY STREET:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve change orders #1 and #2 for Bid Package 3:

Rhodes Heating and Air Conditioning, Inc.

Original Contract	\$ 12,395.00
Change Order #1	(-\$ 163.00)
Change Order #2	(-\$ 1,500.00)
Revised Contract Amount	\$ 10,732.00

Vote on Motion Mr. Jordan Aye Mrs. Martin Absent Mr. Ward Aye

RESOLUTION NO. 04-401

IN THE MATTER OF ACCEPTING WARRANTIES, AS-BUILT DRAWINGS, O&M MANUALS, CONTRACTOR AFFIDAVIT, PREVAILING WAGE AFFIDAVIT, PUNCHLIST CERTIFICATION AND PAYING RETAINAGE FOR BID PACKAGE 3 (RHODES HEATING AND AIR CONDITIONING, INC.) FOR OFFICE RENOVATIONS AT 149 NORTH SANDUSKY STREET:

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

COMPANY	AMOUNT RETAINAGE
Rhodes Heating & Air Conditioning, Inc.	\$858.56

Further Be It Resolved, that the Commissioners approve payment of the following voucher:

Rhodes Heating & Air Conditioning, Inc. in the amount of \$858.56 (40111402-5410)

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Absent

RESOLUTION NO. 04-402

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND JUVENILE COURT:

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

APPENDIX 1-3 IV-D SERVICE CONTRACT - JUVENILE COURT

This agreement made and entered into on the 29th day of March 2004, by and between the Delaware County Child Support Enforcement Agency (hereinafter referred to as the "CSEA") and Delaware County Juvenile Court ,a Provider of service (hereinafter referred to as "Provider").

Pursuant to Title IV-D of the Social Security Act, Section 2301.35 of the Ohio Revised Code, and Ohio Administrative Code and rules promulgated by the Ohio Department of Human Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the agreement.

1. Purchase of Services: Subject to terms and conditions set forth in this agreement and the attached Exhibits (such exhibits are deemed to be a part of this agreement as fully as if set forth herein), the CSEA agrees to purchase for, and Provider agrees to furnish to eligible individuals those specific services detailed in Exhibit I.
2. Purpose: The CSEA and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers to establish a cooperative; comprehensive county plan for effective enforcement of child support
3. Contract Period: This agreement will be effective from January 1, 2004, through December 31, 2004, inclusive, unless otherwise terminated. In no case may the Contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year.

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4. Availability of Funds: The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

	Amount	Source	%
Local Matching Funds	\$49,984.63	Delaware 34%	34%
Federal Matching Funds	\$99,984.26	Federal 66%	66%
Total	\$149,968.89	Combined	100%

(A) Provider warrants that any costs incurred pursuant to this agreement will not be allowable to or included as a cost of any other federally financed program.

(B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law.

5. Cost and Delivery of Purchased Services: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit III, the amount to be paid for such purchased services will be based on the following criteria:

A negotiated \$ 138.86 per hearing held

6. Fees: If applicable, shall be charged as detailed in Exhibit I.
7. Eligibility for Services: Current and past public assistance recipients or those who have completed a IV-D application form.
8. Payment for Purchased Services: The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.
9. Subcontracting: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract. All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of his liability under this agreement. Provider is responsible for making direct payment for such services.
10. Termination:

(A) In the event that the Provider does not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the agreement by providing the Provider with written notice thirty days in advance of the termination date.

(B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this agreement, the Provider may terminate the agreement by providing the CSEA with written notice thirty days in advance of the termination date.

(C) Notwithstanding Sections (A) and (B) of this article, This agreement may be terminated by mutual agreement thirty days after the date on which the two parties reach their decision.

(D) Notwithstanding Sections (A) and (B) of this Article, if the federal and/or other funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and and/or other funds are no longer available, or later as stipulated, by the CSEA, and all reimbursement to the Provider will cease as of that date.

(E) Notwithstanding Sections (A) and (B) of this Article, the CSEA may terminate this Contract immediately upon delivery of written notice to the Provider if the CSEA has discovered any illegal conduct on the part of the Provider.

(F) In the event of termination under this Article, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, which shall be calculated by the CSEA based on the rate set forth in Article 5, less any funds previously

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paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims, and the claims submitted by the Provider shall not exceed the total amount of consideration stated in this Contract.

11. Independent Contractors: Providers, agents, and employees of the Provider, including subcontractors, will act in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.
12. Duplicate Billing: Provider warrants that claims made to the CSEA for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of federal funds for the same service.
13. Financial Records: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.
14. Expensed Equipment: Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.
15. Availability and Retention of Records: Providers shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
16. Responsibility for Audit Exceptions: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this agreement.
17. Confidentiality: Provider agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.
18. Equal Employment Opportunity: In carrying out this Contract, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship
19. Indemnity and Insurance: (when applicable)
 - (A) Indemnity: Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Human Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.
 - B) Insurance: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.
20. Monitoring and Evaluation: The CSEA and Provider will, as detailed in attached Exhibits, monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which program objectives contained in the agreement are being achieved.
21. Accessibility of Program to the Public: The CSEA and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

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- 22. Out-of-County and Out-of-State Cooperation: The CSEA and Provider agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
- 23. Amendment of Contract: This agreement may be amended at any time by a written amendment signed by all parties and submitted to the ODHS in the manner required by ODHS rules.

(Copies of exhibits are available in the Commissioners office until no longer of administrative value).

Vote on Motion Mr. Jordan Aye Mrs. Martin Absent Mr. Ward Aye

RESOLUTION NO. 04-403

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND COMMON PLEAS COURT I:

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

APPENDIX 1-3 IV-D SERVICE CONTRACT – COMMON PLEAS COURT I

This agreement made and entered into on the 29th day of March 2004, by and between the Delaware County Child Support Enforcement Agency (hereinafter referred to as the “CSEA”) and Delaware County Common Pleas Court, a Provider of service (hereinafter referred to as “Provider”).

Pursuant to Title IV-D of the Social Security Act, Section 2301.35 of the Ohio Revised Code, and Ohio Administrative Code rules promulgated by the Ohio Department of Human Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the agreement.

- 1. Purchase of Services: Subject to terms and conditions set forth in this agreement and the attached Exhibits (such exhibits are deemed to be a part of this agreement as fully as if set forth herein), the CSEA agrees to purchase for, and Provider agrees to furnish to eligible individuals those specific services detailed in Exhibit I.
- 2. Purpose: The CSEA and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers to establish a cooperative; comprehensive county plan for effective enforcement of child support
- 3. Contract Period: This agreement will be effective from January 1, 2004, through December 31, 2004, inclusive, unless otherwise terminated. In no case may the Contract period exceed one (1) year.
- 4. Availability of Funds: The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

	AMOUNT	SOURCE	%
Nonfederal Matching Funds	\$11,759.58	Delaware	34%
Federal Matching Funds	\$22,827.42	Federal	66%
Total	\$34,587.00	Combined	100%

- (A) Provider warrants that any costs incurred pursuant to this agreement will not be allowable to or included as a cost of any other federally financed program.
- (B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law.
- 5. Cost and Delivery of Purchased Services: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit III, the amount to be paid for such purchased services will be based on the following criteria:

A negotiated \$ 76.86 per hour unit

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6. Fees: If applicable, shall be charged as detailed in Exhibit I.
7. Eligibility for Services: Current and past public assistance recipients or those who have completed a IV-D application form.
8. Payment for Purchased Services: The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.
9. Subcontracting: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of 6 liability under this agreement Provider is responsible for making direct payment for such services.
10. Termination:
 - (A) In the event that the Provider does not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the agreement by providing the Provider with written notice thirty days in advance of the termination date.
 - (B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this agreement, the Provider may terminate the agreement by providing the CSEA with written notice thirty days in advance of the termination date.
 - (C) Notwithstanding Sections (A) and (B) of this Article, this agreement may be terminated by mutual agreement at any time after the date on which the two parties reach their decision.
 - (D) Notwithstanding Sections.(A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and and/or nonfederal funds are no longer available, or later as stipulated, by the CSEA, and all reimbursement to the Provider will cease as of that date.
 - (E) Notwithstanding Sections (A) and (B) of this Article, the CSEA may terminate this Contract immediately upon delivery of written notice to the Provider if the CSEA has discovered any illegal conduct on the part of the Provider.
 - (F) In the event of termination under this Article, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, which shall be calculated by the CSEA based on the rate set forth in Article 5, less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims, and the claims submitted by the Provider shall not exceed the total amount of consideration stated in this Contract.
11. Independent Contractors: Providers, agents, and employees of the Provider, including subcontractors, will ad in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.
12. Duplicate Billing: Provider warrants that claims made to the CSEA for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of federal funds for the same service.
13. Financial Records: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.
14. Expensed Equipment: Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.
15. Availability and Retention of Records: Providers shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. If an audit,

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litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.

- 16. Responsibility for Audit Exceptions: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this agreement.
- 17. Confidentiality: Provider agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.
- 18. Equal Employment Opportunity: In carrying out this Contract, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- 19. Indemnity and Insurance: (when applicable)
 - (A) Indemnity: Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Human Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.
 - B) Insurance: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.
- 20. Monitoring and Evaluation: The CSEA and Provider will, as detailed in attached Exhibits, monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which program objectives contained in the agreement are being achieved.
- 21. Accessibility of Program to the Public: The CSEA and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
- 22. Out-of-County and Out-of-State Cooperation: The CSEA and Provider agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
- 23. Amendment of Contract: This agreement may be amended at any time by a written amendment signed by all parties and submitted to the ODHS in the manner required by ODHS rules.

(Copies of exhibits are available in the Commissioners office until no longer of administrative value).

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Absent

RESOLUTION NO. 04-404

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND COMMON PLEAS COURT II:

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

APPENDIX 1-3 IV-D SERVICE CONTRACT – COMMON PLEAS COURT II

This agreement made and entered into on the 29th day of March 2004, by and between the Delaware County Child Support Enforcement Agency (hereinafter referred to as the “CSEA”) and Delaware County Common Pleas Court II, a Provider of service (hereinafter referred to as ”Provider”).

Pursuant to Title IV-D of the Social Security Act, Section 2301.35 of the Ohio Revised Code, and Ohio Administrative Code rules promulgated by the Ohio Department of Human Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the agreement.

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1. Purchase of Services: Subject to terms and conditions set forth in this agreement and the attached Exhibits (such exhibits are deemed to be a part of this agreement as fully as if set forth herein), the CSEA agrees to purchase for, and Provider agrees to furnish to eligible individuals those specific services detailed in Exhibit I.
2. Purpose: The CSEA and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers to establish a cooperative; comprehensive county plan for effective enforcement of child support
3. Contract Period: This agreement will be effective from January 1, 2004, through December 31, 2004, inclusive, unless otherwise terminated. In no case may the Contract period exceed one (1) year.
4. Availability of Funds: The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

	AMOUNT	SOURCE	%
Nonfederal Matching Funds	\$ 11,130.56	Delaware	34%
Federal Matching Funds	\$ 21,606.36	Federal	66%
Total	\$ 32,736.92	Combined	100%

(A) Provider warrants that any costs incurred pursuant to this agreement will not be allowable to or included as a cost of any other federally financed program.

(B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law.

5. Cost and Delivery of Purchased Services: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit III, the amount to be paid for such purchased services will be based on the following criteria:

A negotiated \$ 130.95 per hour unit

6. Fees: If applicable, shall be charged as detailed in Exhibit I.
7. Eligibility for Services: Current and past public assistance recipients or those who have completed a IV-D application form.
8. Payment for Purchased Services: The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.
9. Subcontracting: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of 6 liability under this agreement Provider is responsible for making direct payment for such services.
10. Termination:
 - (A) In the event that the Provider does not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the agreement by providing the Provider with written notice thirty days in advance of the termination date.
 - (B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this agreement, the Provider may terminate the agreement by providing the CSEA with written notice thirty days in advance of the termination date.
 - (C) Notwithstanding Section~ (A) and (B) of this Article, this agreement may be terminated by mutual agreement at any time after the date on which the two parties reach their decision.
 - (D) Notwithstanding Sections.(A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the

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activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and and/or nonfederal funds are no longer available, or later as stipulated, by the CSEA, and all reimbursement to the Provider will cease as of that date.

(E) Notwithstanding Sections (A) and (B) of this Article, the CSEA may terminate this Contract immediately upon delivery of written notice to the Provider if the CSEA has discovered any illegal conduct on the part of the Provider.

(F) In the event of termination under this Article, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, which shall be calculated by the CSEA based on the rate set forth in Article 5, less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims, and the claims submitted by the Provider shall not exceed the total amount of consideration stated in this Contract.

11. Independent Contractors: Providers, agents, and employees of the Provider, including subcontractors, will ad in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.
12. Duplicate Billing: Provider warrants that claims made to the CSEA for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of federal funds for the same service.
13. Financial Records: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.
14. Expensed Equipment: Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.
15. Availability and Retention of Records: Providers shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
16. Responsibility for Audit Exceptions: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this agreement.
17. Confidentiality: Provider agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.
18. Equal Employment Opportunity: In carrying out this Contract, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
19. Indemnity and Insurance: (when applicable)

(A) Indemnity: Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Human Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.

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B) Insurance: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.

- 20. Monitoring and Evaluation: The CSEA and Provider will, as detailed in attached Exhibits, monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which program objectives contained in the agreement are being achieved.
- 21. Accessibility of Program to the Public: The CSEA and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
- 22. Out-of-County and Out-of-State Cooperation: The CSEA and Provider agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
- 23. Amendment of Contract: This agreement may be amended at any time by a written amendment signed by all parties and submitted to the ODHS in the manner required by ODHS rules.

(Copies of exhibits are available in the Commissioners office until no longer of administrative value).

Vote on Motion Mrs. Martin Absent Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 04-405

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND THE CLERK OF COURTS OFFICE:

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

APPENDIX 1-3 IV-D SERVICE CONTRACT- CLERK OF COURTS

This agreement made and entered into on the 29th day of March 2004, by and between the Delaware County Child Support Enforcement Agency (hereinafter referred to as the "CSEA") and Delaware County Clerk of Courts, a Provider of service (hereinafter referred to as "Provider").

Pursuant to Title IV-D of the Social Security Act, Section 2301.35 of the Ohio Revised Code, and Ohio Administrative Code rules promulgated by the Ohio Department of Human Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the agreement.

- 1. Purchase of Services: Subject to terms and conditions set forth in this agreement and the attached Exhibits (such exhibits are deemed to be a part of this agreement as fully as if set forth herein), the CSEA agrees to purchase for, and Provider agrees to furnish to eligible individuals those specific services detailed in Exhibit I.
- 2. Purpose: The CSEA and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers to establish a cooperative; comprehensive county plan for effective enforcement of child support.
- 3. Contract Period: This agreement will be effective from January 1, 2004, through December 31, 2004, inclusive, unless otherwise terminated. In no case may the Contract period exceed one (1) year.
- 4. Availability of Funds: The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

	Amount	Source	
Nonfederal Matching Funds	\$ 9,601.60	Delaware	34%
Federal Matching Funds	\$ 18,638.40	Federal	66%
Total	\$ 28,240.00	Combined	100%

(A) Provider warrants that any costs incurred pursuant to this agreement will not be allowable to or

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included as a cost of any other federally financed program.

(B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law.

5. Cost and Delivery of Purchased Services: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit III, the amount to be paid for such purchased services will be based on the following criteria:

A negotiated \$3.53 per each docket entry

6. Fees: If applicable, shall be charged as detailed in Exhibit I.
7. Eligibility for Services: Current and past public assistance recipients or those who have completed IV-D application form.
8. Payment for Purchased Services: The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.
9. Subcontracting: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of 6 liability under this agreement Provider is responsible for making direct payment for such services.
10. Termination:
- (A) In the event that the Provider bees not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the agreement by providing the Provider with written notice thirty days in advance of the termination date.
- (B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this agreement, the Provider may terminate the agreement by providing the CSEA with written notice thirty days in advance of the termination date.
- (C) Notwithstanding Section~ (A) and (B) of this Article, this agreement may be terminated by mutual agreement at any time after the date on which the two parties reach their decision.
- (D) Notwithstanding Sections.(A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and and/or nonfederal funds are no longer available, or later as stipulated, by the CSEA, and all reimbursement to the Provider will cease as of that date.
- (E) Notwithstanding Sections (A) and (B) of this Article, the CSEA may terminate this Contract immediately upon delivery of written notice to the Provider if the CSEA has discovered any illegal conduct on the part of the Provider.
- (F) In the event of termination under this Article, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, which shall be calculated by the CSEA based on the rate set forth in Article 5, less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims, and the claims submitted by the Provider shall not exceed the total amount of consideration stated in this Contract.
11. Independent Contractors: Providers, agents, and employees of the Provider, including subcontractors, will ad in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.
12. Duplicate Billing: Provider warrants that claims made to the CSEA for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of federal funds for the same service.
13. Financial Records: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.

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14. Expensed Equipment: Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.
15. Availability and Retention of Records: Providers shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.
16. Responsibility for Audit Exceptions: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this agreement.
17. Confidentiality: Provider agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.
18. Equal Employment Opportunity: In carrying out this Contract, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
19. Indemnity and Insurance: (when applicable)
- (A) Indemnity: Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Human Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.
- B) Insurance: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death.
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21. Accessibility of Program to the Public: The CSEA and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
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23. Amendment of Contract: This agreement may be amended at any time by a written amendment signed by all parties and submitted to the ODHS in the manner required by ODHS rules.

(Copies of exhibits are available in the Commissioners office until no longer of administrative value).

Vote on Motion Mr. Jordan Aye Mrs. Martin Absent Mr. Ward Aye

RESOLUTION NO. 04-406

7:30 PM PUBLIC HEARING FOR A ZONING DISTRICT CHANGE FROM FARM RESIDENTIAL DISTRICT (FR-1) TO PLANNED INSTITUTIONAL DISTRICT (PINS) FOR A 5.01-ACRE TRACT OWNED BY THE GRACE BAPTIST CHURCH IN RADNOR TOWNSHIP:

It was moved by Mr. Ward, seconded by Mr. Jordan to open the Hearing at 7:30PM.

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Vote on Motion Mr. Jordan Aye Mrs. Martin Absent Mr. Ward Aye

RESOLUTION NO. 04-407

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR A PUBLIC HEARING FOR A ZONING DISTRICT CHANGE FROM FARM RESIDENTIAL DISTRICT (FR-1) TO PLANNED INSTITUTIONAL DISTRICT (PINS) FOR A 5.01-ACRE TRACT OWNED BY THE GRACE BAPTIST CHURCH IN RADNOR TOWNSHIP:

It was moved by Mr. Ward, seconded by Mr. Jordan to close the Hearing at 7:35PM.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Absent

RESOLUTION NO. 04-408

IN THE MATTER OF GRANTING A REQUEST FOR A REZONING DISTRICT CHANGE OF A 5.01-ACRE TRACT, OWNED BY THE GRACE BAPTIST CHURCH IN RADNOR TOWNSHIP, FROM FARM RESIDENTIAL DISTRICT (FR-1) TO PLANNED INSTITUTIONAL DISTRICT (PINS) UNDER THE COUNTY ZONING RESOLUTION:

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

WHEREAS, the advertised hearing in this matter was held March 29, 2004 at 7:30PM, and

WHEREAS, all parties were given an opportunity to express their views thereto, and

WHEREAS, the appropriate review and comment by the Delaware County Regional Planning Commission was approval, and

WHEREAS, the Delaware County Rural Zoning Commission has recommended approval of said rezoning.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners, Delaware County, State of Ohio, that the following described property shall be rezoned from Farm Residential District (FR-1) To Planned Institutional District (PINS) for a 5.01-Acre Tract fronting on the north side of State Route 37 West, west of State Route 203. Owned By The Grace Baptist Church 3180 State Route 37 West, Radnor Township, Delaware, Ohio 43015.

The Clerk shall send certified copies of this action to the Delaware County Regional Planning Commission and the Delaware County Zoning Department with a request to change the official maps to reflect this action. This action effective the earliest date allowable by law.

Vote on Motion Mr. Jordan Aye Mrs. Martin Absent Mr. Ward Aye

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

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Letha George, Clerk to the Commissioners