

COMMISSIONERS JOURNAL NO. 44 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 11, 2003

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

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

- 8:00 AM Prosecutor Session
- 10:00 AM Bid Opening Date And Time For Janitorial Services For The Delaware County Engineers Complex
- 1:30 PM Viewing For Consideration Of The Coomer Joint County Ditch Petition Filed By William Thurston And Others

PUBLIC COMMENT

RESOLUTION NO. 03-1008

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 7, 2003 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the resolutions and records of the proceedings from regular meeting held August 7, 2003 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 03-1009

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR088:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR088 and Purchase Orders and Vouchers as listed below:

PO's			
<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Kindercare Inc.	Day Care	22411606-5348	\$ 2,000.00
Lisa Burrell	Day Care	22411606-5348	\$ 2,000.00
Vouchers			
Childrens World	Child Care	22411606-5348	\$ 7,698.00
Delaware JVS/ABLE	Professional Services	22411601-5348	\$ 8,877.50
Delaware Co. Family & Children First	Wellness Block Grant	22411601-5348	\$ 8,560.24
AEP	Service	65211905-533833802	\$ 31,653.39
AEP	Service for ACWRF & Pumpstations	65211919-533833802	\$ 42,502.91
AEP	Service to Scioto Reserve	66011913-5338	\$ 5,305.04

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

RESOLUTION NO. 03-1010

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Department is requesting that Dawn Huston attend a Seminar on Curbing Absenteeism in Columbus, Ohio August 14, 2003, at the cost of \$161.10.

The Administrative Services Department is requesting that Steve Savon and Jack Prim attend a NACO Mold Training Program in Washington D.C. September 21 to 23, 2003, at the cost of \$988.00.

The Department of Job and Family Services is requesting that Larry Hager attend a Seminar on Curbing Absenteeism in Columbus, Ohio August 14, 2003, at the cost of \$179.00.

The Economic Development Department is requesting that Dottie Brown attend a Downtown Revitalization Program Training in Sandusky, Ohio September 9 to 11, 2003, at the cost of \$130.00.

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The Engineer's Office is requesting that Steve Savon attend a County Loss Control Coordinators Meeting in Richland County September 12, 2003, at no cost.

The Department of Job and Family Services is requesting that Tracey Merrin and Chad Richardson attend an Understanding Special Education Session in Owensville, Ohio August 23, 2003, at the cost of \$20.00.

The Department of Job and Family Services is requesting that Lee Hays attend an Executive Membership Meeting in Worthington, Ohio August 6, 2003, at the cost of \$40.00.

The Auditor's Office is requesting that Kelly Tennant and Melanie Mayes attend an Educational Workshop on Manufactured Homes in Columbus, Ohio September 9, 2003, at the cost of \$70.00.

The Environmental Services Department is requesting that Fred Fowler attend a Floodplain Management Statewide Conference in Columbus, Ohio August 27, 2003, at the cost of \$130.00.

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

RESOLUTION NO. 03-1011

IN THE MATTER OF APPROVING A PETITION FROM THE VILLAGE OF SHAWNEE HILLS TO CHANGE THE BOUNDARY LINES OF CONCORD TOWNSHIP TO MAKE THE BOUNDARIES OF LAND ANNEXED TO THE VILLAGE OF SHAWNEE HILLS (5.006 ACRES) RESOLUTION 01-862 COTERMINOUS WITH THE CORPORATE BOUNDARIES OF THE VILLAGE OF SHAWNEE HILLS:

It was moved by Mrs. Martin, seconded by Mr. Jordan that pursuant to a petition from The Village of Shawnee Hills, Ohio and in conformity with the mandate of the Ohio Revised Code that the boundaries of Concord Township annexed to The Village of Shawnee Hills by their Ordinance #21-2001 be hereby changed to be coterminous with the corporate boundaries of The Village of Shawnee Hills.

Further, the Clerk shall transmit copies of this Resolution to the County Auditor, County Recorder, County Engineer's Map Department and the Delaware Board of Elections along with description and map.

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

RESOLUTION NO. 03-1012

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 12.545 ACRES OF LAND IN ORANGE TOWNSHIP TO THE CITY OF COLUMBUS:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the following resolution:

Whereas on July 1, 2003, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Richard C. Brahm, agent for the petitioners, of 12.545 Acres, more or less, in Orange Township to the City of Columbus.

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Columbus or the Township of Orange.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 12.545 Acres, more or less, in Orange Township to the City of Columbus.

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

RESOLUTION NO. 03-1013

IN THE MATTER OF APPROVING PLATS FOR DEWEY SUBDIVISION, BIG BEAR FARMS SECTION 10 AND WOODLAND GLEN:

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

Dewey Subdivision

Situated In The Township Of Berlin, County Of Delaware, State Of Ohio And Being Part Of Farm Lot 8 Of

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Quarter-Township 2, Township 4, Range 18 In The United States Military Lands. Being A Subdivision Of 7.642 Acres, Being Part Of An Original 57.904 Acre Tract Owned By David B. Holbert And Patrick D. Paykoff As Recorded In Official Record Volume 331, Pages 1952 And 1956 In The Delaware County Recorder's Office. Cost \$9.00.

Big Bear Farms Section 10

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty And In Farm Lot 11, Quarter Township 3, Township 3, Range 19, United States Military Lands, Containing 28.912 Acres Of Land, As The Same Is Designated And Described In The Deed To Ohio Equities Development Company, Ltd. Of Record In Deed Book 617, Page 353, Recorder's Office, Delaware County, Ohio, Said Ohio Equities Development Company, Ltd Now Being Capitol Square Ltd. As The Result Of A Merger. Cost \$3.00.

Woodland Glen

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, Within Farm Lot 17 And 18, Section 1, Township 3, Range 19, United States Military Lands And Being 58.300 Acres Described In Deed To Woodland Glen, LLC Of Record In Inst. No. 2003 00 33844, And 5.000 Acres Described In A Deed To Carl A. Coyan And Karlene M. Coyan, Of Record In Deed Book 550, Page 481, Cost \$126.00.

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

RESOLUTION NO. 03-1014

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR WALNUT WOODS SECTION 2; OAKS AT HIGHLAND LAKES PHASE 5; OAKS AT HIGHLAND LAKES PHASE 6 AND ESTATES OF GLEN OAK SECTIONS 3 & 4:

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

Walnut Woods Section 2

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 11th day of August, 2003 between **THE BIGLER CO. LTD.** as evidenced by the **WALNUT WOODS SECTION 2** Subdivision Plat to be filed with the Delaware County Recorder, 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 of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 7/15/03 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 said 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 on which this **AGREEMENT** is executed 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.

The **SUBDIVIDER** 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.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **THIRTY-ONE THOUSAND THREE 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 testing laboratory. 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**

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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.

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship 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 or 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 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. The 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**.

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 privileges to make the improvements stipulated herein.

Oaks At Highland Lakes Phase 5

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 11th day of August, 2003 between **M/I SCHOTTENSTEIN HOMES, INC.** as evidenced by the **OAKS AT HIGHLAND LAKES PHASE 5** Subdivision Plat to be filed with the Delaware County Recorder, 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 of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 7/28/03, 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 said 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 on which this **AGREEMENT** is executed 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.

The **SUBDIVIDER** 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

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right to stop work forthwith and 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-FIVE THOUSAND ONE HUNDRED EIGHTY 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 testing laboratory. 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.

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship 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 or 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 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. The 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**.

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 privileges to make the improvements stipulated herein.

Oaks At Highland Lakes Phase 6

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 11th day of August, 2003 between **MI SCHOTTENSTEIN HOMES, INC.** as evidenced by the **OAKS AT HIGHLAND LAKES PHASE 6** Subdivision Plat to be filed with the Delaware County Recorder, 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 of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 7/28/03, 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 said 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 on which this

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AGREEMENT is executed 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.

The **SUBDIVIDER** 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.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-THREE THOUSAND THREE HUNDRED SEVENTY 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 testing laboratory. 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.

Upon the completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship 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 or 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 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. The 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**.

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 privileges ot make the improvements stipulated herein.

SUBDIVIDER'S AGREEMENT

Estates Of Glen Oak Sections 3 & 4

THIS AGREEMENT made and entered into this 11th Day of August 2003, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **DOMINION HOMES**, hereinafter called the **SUBDIVIDER**, as evidenced by the Pre-Grading Plan for "ESTATES OF GLEN OAK SECTIONS 3 & 4" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to perform said work 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** shall deposit **THIRTY-SEVEN 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

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by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.

4. The **SUBDIVIDER** is to complete all work to the satisfaction of the **COUNTY**.
5. 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.
6. 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"**.
7. 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.
8. 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**.
9. 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**.
10. 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 Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 03-1015

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR DORNOCH ESTATES SECTION 4; WILLOW BEND SECTION 1, PHASE 2 AND HARBOR POINTE SECTION 2, PHASE 2:

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

Dornoch Estates Section 4

The roadways to be accepted are as follows:

- An addition of 0.18 mile to **Township Road Number 1203, Inverness Avenue**
- **Ironhorse Drive**, to be known as **Township Road Number 1360**

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

Willow Bend Section 1, Phase 2

The roadways to be accepted areas follows:

- An addition of 0.14 mile to **Township Road Number 1331, Willow Bend Lane**
- **Willow Bend Court**, to be known as **Township Road Number 1358**
- **Lynbrook Lane**, to be known as **Township Road Number 1359**

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

Harbor Pointe Section 2, Phase 2

The roadways to be accepted are as follows:

- An addition of 0.11 mile to **Township Road Number 1233, Port Haven Drive**
- An addition of 0.03 mile to **Township Road Number 1234, Bayside Ridge Drive**

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

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

RESOLUTION NO. 03-1016

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR DORNOCH ESTATES SECTION 4; WILLOW BEND SECTION 1, PHASE 2 AND HARBOR POINTE SECTION 2, PHASE 2:

It was moved by Mr. Jordan, seconded by Mrs. Martin to establish stop conditions for the following:

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Stop Conditions –Dornoch Estates Section 4

- On Township Road Number 1360, Ironhorse Drive, at its intersection with Township Road Number 856, Royal Dornoch Circle
- On Township Road Number 1360, Ironhorse Drive its eastbound intersection with Township Road Number 1230, Inverness Avenue

Stop Conditions –Willow Bend Section 1, Phase 2

- On Township Road Number 1358, Willow Bend Court, at its intersection with Township Road Number 1331, Willow Bend Lane
- On Township Road Number 1359, Lynbrook Lane, at its eastbound intersection with Township Road Number 1331, Willow Bend Lane
- On Township Road Number 1359, Lynbrook Lane, at its westbound intersection with Township Road Number 1331, Willow Bend Lane

Stop Conditions –Harbor Pointe Section 2, Phase 2

- On Township Road Number 1233, Port Haven Drive, at its intersection with Township Road Number 1234, Bayside Ridge Drive

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

RESOLUTION NO. 03-1017

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR GRAND OAK SECTION 2, PHASE A:

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

Grand Oak Section 2, Phase A

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer’s recent field review, he has determined that minor remedial work will be required during the 2004 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$50,500** for the duration of the one year maintenance period. A Bond in that amount is currently in place. The Engineer also request approval to return the Bond being held as construction surety to the developer, Centex Homes.

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

RESOLUTION NO. 03-1018

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR GENOA FARMS SECTION 3, PHASE B:

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

Genoa Farms 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 **\$236,000** and a Bond in that amount is attached to cover the bonding of this project.

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

RESOLUTION NO. 03 -1019

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

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

Permit #	Applicant	Location	Type of Work
U03115	Columbus Southern Power	Liberty Road	Bore across road
U03118	Verizon	Baker Road	Bury cable

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U03119	Verizon	Big Walnut Road	Place aerial cable
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Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mrs. Martin Aye

RESOLUTION NO. 03-1020

SETTING BID OPENING DATE AND TIME FOR SNOW REMOVAL SERVICES FOR DELAWARE COUNTY:

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

**PUBLIC NOTICE
INVITATION TO BID**

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 **at 10:00 AM on Monday, September 8, 2003**, at which time they will be publicly opened and read and the contract awarded as soon as possible, for snow removal services for Delaware County.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$250 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio during normal business hours, or off the internet at www.demandstar.com

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Snow Removal Services." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

RESOLUTION NO. 03-1021

IN THE MATTER OF APPROVING CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS TODAY'S LEARNING CHILD; KINDER CARE LEARNING AND LISA BURRELL:

It was moved by Mrs. Martin, seconded by Mr. Jordan to approve the following contracts:

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustment to Basic Rates
Today's Learning Child 47 Lexington Blvd. Delaware, Ohio 43015	Infant	\$135.00	\$ 90.45	Registration Fee \$25.00
	Toddler	\$123.00	\$ 82.00	
	Preschool	\$107.00	\$ 71.69	
	Schoolage	\$100.00	\$ 67.00	
	Kindergarten AM/PM	\$ 83.00	\$ 67.00	
	Kindergarten PM	\$ 75.00	\$ 67.00	
	Before & After School	\$ 70.00	\$ 67.00	
	Before School After School	\$ 37.00 \$ 57.00	\$ 37.00 \$ 57.00	
Kinder Care Learning Center #0889 2001 Bethel Road Columbus, Ohio 43220	Infant	\$152.00	\$102.00	Registration Fee \$25.00
	Toddler	\$131.00	\$ 88.00	
	Preschool	\$114.00	\$ 76.00	
	Schoolage	\$103.00	\$ 69.00	
	Before & After School	\$ 73.00	\$ 69.00	
	Before or After School	\$ 65.00	\$ 65.00	
Lisa Burrell 656 Congress Ct. Delaware, Ohio 43015	Infant	\$2.75	N/A	None
	Toddler	\$2.75		
	Preschool	\$2.50		
	Schoolage	\$2.50		

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

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

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RESOLUTION NO. 03-1022

**IN THE MATTER OF APPROVING THE FISCAL AGREEMENT BETWEEN THE OHIO DEPARTMENT OF
JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY COMMISSIONERS:**

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve the following Agreement.

**FISCAL AGREEMENT
Ohio Department of Job and Family Services
and
Delaware County Board of County Commissioners**

Article I. General Provisions

A) This Fiscal Agreement is entered into between the Ohio Department of Job and Family Services ("ODJFS") and the Delaware County Board of County Commissioners ("Board"), jointly with other county signers if required by division (B) of section 5101.21 of the Revised Code, in accordance with sections 307.98 and 5101.21 of the Revised Code. This Fiscal Agreement is adopted by resolution by the Board. This Agreement is entered into on behalf of the following family services agency or agencies as indicated by the checked box below:

- . The county department of job and family services ("CDJFS") which includes all CDJFS duties set forth in Revised Code section 329.04, but the CDJFS does not perform any duties assigned to a public children services agency or a child support enforcement agency.
- * . The county department of job and family services ("CDJFS") which is a combined agency that includes all CDJFS duties set forth in Revised Code section 329.04 and all public children services agency duties, but the CDJFS does not perform any duties assigned to a child support enforcement agency.
- . The county department of job and family services ("CDJFS") which is a combined agency that includes all CDJFS duties set forth in Revised Code section 329.04 and all child support enforcement agency duties, but the CDJFS does not perform any duties assigned to a public children services agency.
- . The county department of job and family services ("CDJFS") which is a combined agency that includes all CDJFS duties set forth in Revised Code section 329.04, all public children services agency duties, and all child support enforcement agency duties.
- . The county department of job and family services ("CDJFS") which includes all CDJFS duties set forth in Revised Code section 329.04 and also the separate public children services agency ("PCSA") which is a county children services board appointed under section 5153.03 of the Revised Code. If this selection is checked, the Board of County Commissioners and the county children services board have jointly entered into this Fiscal Agreement and both parties have signed this Fiscal Agreement on behalf of the CDJFS and the PCSA..
- . The county department of job and family services ("CDJFS") which includes all CDJFS duties set forth in Revised Code section 329.04 and the child support enforcement agency ("CSEA") which is either a separate agency under the direct control of the Board, is the office of the county prosecuting attorney, or is a bureau within the court of common pleas as designated by the Board of County Commissioners under former section 2301.35 of the Revised Code. If this selection is checked and the CSEA is the office of the county prosecuting attorney or a bureau within the court of common pleas, the Board of County Commissioners and the appropriate county elected official have jointly entered into this Fiscal Agreement, and both parties have signed this Fiscal Agreement on behalf of the CDJFS and the CSEA.
- . The county department of job and family services ("CDJFS") which includes all CDJFS duties set forth in Revised Code section 329.04, the separate public children services agency ("PCSA") which is a county children services board appointed under section 5153.03 of the Revised Code, and the separate child support enforcement agency ("CSEA") which is either a separate agency under the direct control of the Board, is the office of the county prosecuting attorney, or is a bureau within the court of common pleas as designated by the Board of County Commissioners under former section 2301.35 of the Revised Code. If this selection is checked, the Board of County Commissioners and the county children services board have jointly entered into this Fiscal Agreement and both parties have signed this Fiscal Agreement on behalf of the CDJFS and the PCSA, and the Board of County Commissioners and the appropriate county elected official have jointly entered into this Fiscal Agreement and both parties have signed this Fiscal Agreement on behalf of the CDJFS and the CSEA.

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B) This Fiscal Agreement is in effect from July 1, 2003 through June 30, 2005, unless amended or terminated prior to June 30, 2005 in accordance with Article VI.

C) This Fiscal Agreement establishes the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by each county family services agency included in this Agreement as indicated in the above Section I.A.

D) The Board, each county signer required by division (B) of section 5101.21 of the Revised Code, and ODJFS agree that this Fiscal Agreement, as well as all county family services agencies, programs, duties, administration, and responsibilities included in this Agreement, will at all times comply with all applicable state and federal laws. Nothing in this Fiscal Agreement is to be construed as conflicting with or superseding state and federal laws and rules adopted by ODJFS.

E) The Board and each county signer required by division (B) of section 5101.21 of the Revised Code agree that they and the family services agency or agencies will comply with all Ohio Administrative Code rules adopted by ODJFS that govern allocations, allowable uses of financial assistance awarded by ODJFS to the CDJFS, reporting, cash management, and other requirements related to financial accountability and administration by the family services agency or agencies. Prior to the adoption of any such rules, ODJFS agrees to provide the family services agency or agencies with a period for review and comment through the ODJFS Clearance procedures.

F) As used in this Fiscal Agreement, the meaning of the following terms are as follows:

1) "County family services agency" means the county department of job and family services ("CDJFS") and if included in this Agreement as indicated in above Section I.A, the public children services agency ("PCSA"), and/or the child support enforcement agency ("CSEA");

2) "Family services duty" means a duty state law requires or allows a county family services agency to perform including all financial and administrative functions associated with the performance of those duties. The term "family services duty" does not include duties or activities funded or authorized by the Workforce Investment Act ("WIA"), Chapter 4141 of the Revised Code, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight;

3) "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property that is provided by ODJFS to a county family services agency. All requirements in this Agreement related to "financial assistance" also apply to local public money, as defined in division (C) of section 117.01 of the Revised Code, used by the county to match state or federal funds. The term "financial assistance" does not include technical assistance provided by ODJFS to the Board or to any county family services agency;

4) "State and federal laws" means all federal statutes and regulations, appropriations by the Ohio General Assembly, Ohio Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, and those federal Office of Management Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments. The term "state and federal laws" also includes Governor's Executive Orders, ODJFS Administrative Procedures Manual (APM), Administrative Procedures Letters (APL), and Opinions issued by the Attorney General of Ohio to the extent that they are not in conflict with state or federal statutes, rules, and regulations. The term "state and federal laws" includes all state and federal laws as listed in this paragraph and existing on the effective date of this Agreement as well as those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.

Article II. County Responsibilities And Duties

A) The Board and each county signer required by division (B) of section 5101.21 of the Revised Code assure that each family services agency included in the Agreement is in compliance with all of the following requirements and conditions with regards to all state and federal financial assistance received by the family services agency from ODJFS, as well as local public money, as defined in division (C) of section 117.01 of the Revised Code, used to match state and federal funds:

1) Each family services agency performs each family services duty in compliance with all applicable federal and state laws and each family services agency administers the financial assistance in accordance with requirements set forth in rules adopted by ODJFS, Title 45 of the Code of Federal Regulations Parts 74 and 92, Title 7 of the Code of Federal Regulations Part 3016, OMB Circulars A-87, A-102, and A-133, the terms and conditions set forth in federal grant awards to ODJFS, state plan conditions, and other applicable state and federal laws.

2) Prior to receiving an award of financial assistance from ODJFS and in accordance with OAC rule

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5101:9-6-02, family services agency directors will sign the certification letter required by that rule.

3) The family services agency utilizes a financial management system that meets the requirements established by ODJFS and uses the ODJFS designated software programs to report financial and other data according to the timeliness standards established by ODJFS. The family services agency provides to ODJFS all program and financial reports and updates in accordance with the timeliness schedules and formats established by ODJFS.

4) The family services agency limits cash draws from ODJFS to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR Part 205, 45 CFR Parts 74 and 92, 7 CFR Part 3016, Transmittal No. TANF-ACF-PI-01-02 issued by the United States Department of Health and Human Services, and ODJFS requirements.

5) The family services agency is responsible for the use of financial assistance including expenditures through contracts or grants to private or government entities, including another family services agency. The family services agency monitors each private and government entity receiving such financial assistance to ensure that expenditures are in compliance with state and federal laws and the terms of this Fiscal Agreement. Except when ODJFS certifies a claim to the Attorney General in accordance with section 5101.1410 of the Revised Code, the family services agency will take prompt action to recover any financial assistance that is not expended in accordance with federal and state requirements.

6) The family services agency will make records available to ODJFS, the Auditor of State, federal agencies, and other authorized governmental agencies for audits and investigations;

7) The family services agency will take prompt action to correct problems identified in audits issued by ODJFS, the Auditor of State, or an agency of the United States government and will promptly repay any final adverse findings contained in such audits. In accordance with rules adopted by ODJFS, the family services agency will also take prompt action to correct payments and errors identified in quality assurance and other ODJFS reviews.

B) The Board will appropriate and transfer county funds in accordance with requirements of the Revised Code and Ohio Administrative Code rules. The failure of the Board to appropriate and transfer funds in accordance with state laws and rules may result in the suspension or termination of financial assistance provided by ODJFS along with other ODJFS actions authorized by state law.

Article III. State Responsibilities And Duties

A) ODJFS agrees to provide financial assistance to the family services agency or agencies in accordance with the following:

1) ODJFS will provide a consolidated allocation to the CDJFS in accordance with section 59.13 of Am. Sub. H. B. 95 of the 125 th General Assembly or as that section is amended by subsequent legislation. The consolidated allocation will be provided in accordance with rule 5101:9-6-03 of the Ohio Administrative Code and the Allocation Letter issued by ODJFS to authorize the allocation. A consolidated funding allocation is authorized only during the time period in which this Fiscal Agreement is in effect.

2) ODJFS will provide allocations and reimbursements to the family services agency in accordance with appropriations by the General Assembly, state law, rules in the Ohio Administrative Code, provisions of the Administrative Procedures Manual and Administrative Procedures Letters, and the Allocation Letter issued by ODJFS to authorize the allocation.

B) ODJFS will provide timely audits of the family services agency in accordance with Ohio Administrative Code rule 5101:9-9-29.

Article IV. Enforcement And Appeal Procedures

A) ODJFS and the Board will make efforts to resolve all disputes informally and at the earliest time possible. When either party disagrees with an action or inaction by the other party, ODJFS and the Board will contact the other party in an effort to clarify any misunderstandings and to attempt to resolve disagreements. This informal resolution of disputes is the remedy when the provisions of section 5101.24 or other sections of the Revised Code are not applicable.

B) An ODJFS enforcement action against the Board or a family services agency will be taken in accordance with section 5101.24 of the Revised Code unless another section of the Revised Code provides authority for a different action. If ODJFS takes an action authorized by section 5101.24 of the Revised Code, ODJFS will provide written notice to the Board, the county auditor, and the family services agency director. The entity the action is taken against may request an administrative review in

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accordance with section 5101.24 of the Revised Code, OAC rules adopted by ODJFS, and APM Chapter 9400. The administrative review will be governed by OAC rules and APM Chapter 9400.

Article V. Interpretation Of The Terms Of The Fiscal Agreement

A) Notwithstanding the provisions in Article VI for amending and terminating this Fiscal Agreement, financial assistance awarded by ODJFS is subject to the availability of federal funds and appropriations of the Ohio General Assembly. If at any time the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, the ODJFS Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate.

B) Nothing in this Fiscal Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the Board, to any county signer required by division (B) of section 5101.21 of the Revised Code, or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Fiscal Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.

C) This Fiscal Agreement is not to be interpreted to include any provision or requirement related to an operational agreement entered into between ODJFS and the Board in accordance with section 5101.216 of the Revised Code. This Fiscal Agreement is not to be interpreted to include any provision or requirement related to the provision of computer hardware, software, or networks by ODJFS or a Service Level Agreement ("SLA") entered into between ODJFS and a county family services agency.

D) This Fiscal Agreement is not to be interpreted to include any provisions or requirements related to workforce development activities or grant agreements entered into pursuant to section 5101.20 of the Revised Code. Nothing in this Fiscal Agreement is to be construed as conflicting with or superseding such grant agreements, rules adopted by ODJFS, or the requirements of the Workforce Investment Act of 1998 ("WIA").

E) This Agreement contains the entire agreement between ODJFS and the Board and each county signer required by division (B) of section 5101.21 of the Revised Code and supersedes any and all previous agreements, whether written or oral, between the parties. A waiver by any party of any breach or default by the other party shall not constitute a continuing waiver by such party of any subsequent act in breach or default. The provisions of this Agreement are severable and independent, and if any such provision is unenforceable in whole or in part, the remaining provisions, to the extent enforceable, are binding and enforceable.

Article VI. Amendment And Termination Of The Fiscal Agreement

A) This Fiscal Agreement may be amended at any time provided that any such amendment is in writing, signed by the ODJFS Director and the members of the Board and other county parties if applicable, and is adopted by resolution of the Board. An amendment is effective on the later of the date stated in the amendment, the date it is signed by all parties, or the date the amendment is adopted by resolution of the Board.

B) This Fiscal Agreement may be terminated in accordance with any of the following:

1) The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS Director and the members of the Board and other applicable county parties, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.

2) Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.

3) ODJFS may immediately terminate this Agreement if there is a loss of federal or state funds by ODJFS, a disapproval of the Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Fiscal Agreement. In the event of such a termination, ODJFS will send a notice to the Board, and other county parties if applicable, specifying the reason for the termination and the effective date of the termination.

4) In the event that this Fiscal Agreement is terminated, the parties agree that the following will apply:

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a) The Board and other county parties if applicable will require the family services agency or agencies to continue performing all duties and responsibilities in the manner required by state and federal statutes, rules and regulations including, but not limited to, the requirements established by section 5101.213 of the Revised Code.

b) ODJFS will continue to perform all duties and responsibilities in the manner required by state and federal statutes, rules and regulations.

c) The consolidated funding allocation authorized in Article III is terminated effective on a date established by ODJFS, which will be no earlier than the effective date of the Fiscal Agreement termination unless otherwise agreed to in writing by ODJFS and the Board. Following the effective date of the consolidated funding termination, funding from ODJFS to the county family services agencies will be in accordance to program-specific allocations, federal law, Revised Code and Ohio Administrative Code. Any such termination of the consolidated allocation and subsequent conversion to program-specific allocations will be in accordance with the Revised Code and Ohio Administrative Code.

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

RESOLUTION NO. 03-1023

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR SHERMAN LAKES, SECTIONS 1 & 2 AND AFRICA ROAD IMPROVEMENT:

It was moved by Mr. Jordan, seconded by Mrs. Martin to approve sanitary sewer plans for Sherman Lakes, Sections 1 & 2 and Africa Road Improvement for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

JAIL DISCUSSION

There being no further business the meeting adjourned.

Kristopher W. Jordan

Deborah B. Martin

James D. Ward

Letha George, Clerk to the Commissioners