

**COMMISSIONERS= JOURNAL NO. 39 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD FEBRUARY 1, 1999**

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

Deborah Martin, James Ward and Donald Wuertz

**RESOLUTION NO. 99-86**

**IN THE MATTER OF APPROVING RESOLUTIONS AND MINUTES FROM REGULAR  
MEETING HELD JANUARY 25, 1999:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve resolutions and minutes from regular meeting held January 25, 1999.

Vote on Motion: Mr. Ward           Aye           Mrs. Martin           Aye           Mr. Wuertz           Aye

**PUBLIC COMMENT**

Mr. Wuertz was contacted by the Berlin Township Trustees concerning the requested name change of Lackey Old State Road. The Trustees have requested that the meeting between those requesting the change and those against the change be held by the Commissioners.

**RESOLUTION NO. 99-87**

**IN THE MATTER OF SETTING DATE AND TIME FOR MEETING TO DISCUSS NAME  
CHANGE OF LACKEY OLD STATE ROAD:**

Mr Ward moved to hold a meeting to discuss the possible name change of Lackey Old State Road on March 29, 1999 at 8:00 pm. Mrs. Martin seconded.

Vote on Motion:                   Mr. Ward           Aye           Mrs. Martin           Aye           Mr. Wuertz           Aye

**RESOLUTION NO. 99-88**

**IN THE MATTER OF APPROVING FOR PAYMENT WARRANTS NUMBERED 233554  
THROUGH 234400:**

It was moved by Mrs. Martin , seconded by Mr. Ward to approve for payment warrants 233554 through 234400as on file in the office of the Delaware County Commissioners

Vote on Motion:           Mr. Ward   Aye           Mrs. Martin           Aye           Mr. Wuertz           Aye

**RESOLUTION NO. 99-89**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following travel expense requests.

Building Department is requesting that Sandy Lewis attend an Interpersonal Skills Seminar at Cincinnati on July 21 to 23, 1999, in the amount of \$1,905.00

OECC is requesting that Lyndon Johnson attend a Southeast Section Meeting at Jackson Pike WWTP on February 11, 1999, in the amount of \$15.00.

OECC is requesting that Janet Fawcett attend Continuing Education in Finance & Accounting in Columbus on March 19, 1999, in the amount of \$230.00

Sanitary Engineer is requesting that Julie Mannon attend a Using Microsoft Access Seminar at Micro Center in Columbus on February 10, 1999, in the amount of \$217.00.

CSEA is requesting that Susan Hollenbach attend all 1999 Director-s Meetings in Columbus , in the amount of \$400.00.

Juvenile Court is requesting that Jan Thomas and Amy Craig attend A The Exceptional Assistant Seminar: in Columbus on April 12, 1999, in the amount of \$231.00.

Juvenile Court is requesting that Valerie Crane attend ACommunication Skills for Women Seminar@ at Sanese Services on March 22, 1999, in the amount of \$113.00.

Commissioners are requesting that Letha George and Dave Cannon attend the County Commissioners Training Seminar at Columbus, on February 22 through 24, 1999, in the amount of \$121.00  
Commissioners Office is requesting that Debbie Martin, Dave Cannon and Scott Pike travel to New York City for meetings with ratings agencies on February 3 & 4, 1999, not to exceed \$3,700

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Vote on Motion:      Mr. Ward    Aye      Mrs. Martin      Aye      Mr. Wuertz      Aye

**RESOLUTION NO. 99- 90**

**IN THE MATTER OF PLAT APPROVAL FOR WINDING CREEK ESTATES 2:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the Plat for Winding Creek Estates 2

Part of Farm Lots 5 and 8, Section 2, Township 4, Range 18, United States Military Lands

Vote on Motion:      Mr. Ward    Aye      Mrs. Martin      Aye      Mr. Wuertz      Aye

**RESOLUTION NO. 99-91**

**IN THE MATTER OF ACCEPTING ROADS IN SHERBROOK, PHASE 1 AND SHELLBARK RIDGE, PHASE 1:**

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

**Sherbrook Phase 1**

Sherbrook Drive, to be known as Township Road Number 823  
Sorensen Place, to be known as Township Road Number 824  
Wycliffe Place, to be known as Township Road Number 825  
Highbridge Place, to be known as Township Road Number 826

Release Letter of Credit to developer, M/I Schottenstein Homes

**Shellbark Ridge, Phase 1**

Hawksbeard Drive, to be known as Township Road Number 827  
Steeplebush Avenue, to be known as Township Road Number 828  
Pennyroyal Place, to be known as Township Road Number 829  
Pimpernel Place, to be known as Township Road Number 830

Release Letter of Credit to developer, Danter Company

Vote on Motion:      Mr. Ward    Aye      Mrs. Martin      Aye      Mr. Wuertz      Aye

**RESOLUTION NO. 99-92**

**IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN SHERBROOK, PHASE 1, SHELLBARK RIDGE, PHASE 1:**

It was moved by Mrs. Martin , seconded by Mr. Ward to authorize stop conditions at the following locations:

**Sherbrook, Phase 1**

- ◆ On Township Road Number 823, Sherbrook Drive, at its intersection with County Road Number 108, Tussic Street Road
- ◆ On Township Road Number 824, Sorensen Place, at its intersection with Township Road Number 823, Sherbrook Drive
- ◆ On Township Road Number 825, Wycliffe Place, at its intersection with Township Road Number 823, Sherbrook Drive
- ◆ On Township Road Number 826, Highbridge Place, at its intersection with Township Road Number 823, Sherbrook Drive

**Shelbark Ridge, Phase 1**

- ◆ On Township Road Number 827, Hawksbeard Drive, at its intersection with County Road Number 24, Old 3C Highway
- ◆ On Township Road Number 828, Steeplebush Avenue, at its intersection with Township Road Number 827, Hawksbeard Drive
- ◆ On Township Road Number 829, Pennyroyal Place, at its intersection with Township Road Number 827, Hawksbeard Drive

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- ◆ On Township Road Number 830, Pimpernel Place, at its intersection with Township Road Number 827, Hawksbeard Drive

Vote on Motion:      Mr. Ward    Aye            Mrs. Martin            Aye    Mr. Wuertz            Aye

**RESOLUTION NO. 99-93**

**IN THE MATTER OF ACCEPTING BONDING FOR OAK CREEK EAST, SECTION 2 AND WILSHIRE ESTATES, SECTION 2A:**

It was moved by Mr. Ward, seconded by Mrs. Martin to accept bonding for the following:

**Oak Creek, Section 2**

The roadway construction of Oakcreek, Section 2 has been completed and as the result of the recent field review, personnel at the Engineer-s Office have determined that minor remedial work, will be required during the 1999 construction season. In accordance with the Subdivider-s Agreement, it is recommended that the maintenance bond be set at \$83,000 for the duration of the one year maintenance period. Letter of credit provided.

**Wilshire Estates, Section 2A**

The roadway construction of Wilshire Estates, Section 2A has been completed and as the result of the recent field review, personnel at the Engineer-s Office have determined that minor remedial work, will be required during the 1999 construction season. In accordance with the Subdivider-s Agreement, it is recommended that the maintenance bond be set at \$50,000 for the duration of the one year maintenance period. Letter of credit provided.

Vote on Motion:      Mr. Ward    Aye            Mrs. Martin            Aye    Mr. Wuertz            Aye

**RESOLUTION NO. 99-94**

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

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following right-of-way work permit summary sheet:

Permit	Applicant	Location	Type of Work
2136	General Telephone	Troutman Road	Place telephone cable
2137	Columbia Gas	Strathshire Hall Place	Install plastic gas main
2138	Columbus Southern	Bean Oller Road	Install underground wire
2139	Del-Co Water	Various Roads	Provide single customer service installations
2140	Time Warner	Mill Road	Install 2 inch conduits
2141	Columbus Southern	Liberty Road	Install new poles
2142	Columbus Southern	Dustin Road	Install 1 push brace

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

**RESOLUTION NO. 99-95**

**IN THE MATTER OF APPROVING THE REDUCTION OF THE WEIGHT LIMITS ON ROADS WHEN THAWS OR EXCESSIVE MOISTURE RENDER ROADS INSUFFICIENT TO BEAR NORMAL TRAFFIC:**

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

Whereas, the Ohio Revised Code, Section 5577.07 provides for the reduction of the weight limits on roads when thaws or excessive moisture render roads insufficient to bear normal traffic.

Whereas, the County Engineer is requesting that the Board of Commissioner, Delaware County, State of Ohio reduce the load limits by 40% of the legal limit in accordance with the Ohio Revised Code, Section 5577.07 based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles. Therefore be it resolved, the Delaware County Commissioners , Delaware County, State of Ohio do approve the 40% reduction of the weight limits on the following roads:

Number	Name	From	To	Township
71	Todd Street			Kingston

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33	Clark			Kingston
67	Blue Church			Kingston
298	Basham Lane			Kingston
75	Berkshire			Kingston
70	Twig-Hupp			Kingston
56	Wilson			Kingston
69	Rosecrans			Kingston
68	Blaney			Kingston
176	Brown			Scioto
175	Tyler			Scioto
168	Slocum			Scioto
171	Houseman			Scioto
189	Shipley			Scioto
167	Degood			Scioto
185	Burnt Pond			Scioto
164	Fontanelle	US	Fontanelle	Scioto
162	Smart	Ostrander	Smart	Scioto
154	Taylor			Scioto
155	Larcomb			Scioto
156	Stover			Scioto
159	Jacktown			Scioto
152	Calhoun			Scioto
160	Newhouse			Scioto
161	Russell			Scioto
262	Fry			Scioto
173	Warren			Scioto
149	Klondike			Scioto

Vote on Motion:                      Mr. Ward                      Mrs. Martin                      Mr. Wuertz

**RESOLUTION NO. 99-96**

**IN THE MATTER OF CERTIFYING THE TOTAL MILEAGE FOR 1998 :**

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

In accordance with the provisions specified in the Ohio Revised Code, Section 4501.04 (Distribution of Revenue), the total certified mileage for January through December 1997 for Delaware County was 333.77 miles.

ODOT currently shows that the total Mileage for 1998, effective January 1, 1999, is 333.77 miles.

The Board of Commissioners Certifies that the Total Mileage for 1998, effective January 1, 1998, is 334.61 miles.

If the mileage currently shown by ODOT (line 1) is different than the mileage certified by the Board (line 2) then the Board is responsible for submitting detailed documentation showing that there have been either additions and/or subtractions to the total mileage that is currently shown by ODOT. Said documentation is available.

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Vote on Motion:      Mr. Ward      Aye      Mrs. Martin      Aye      Mr. Wuertz      Aye

**RESOLUTION NO. 99-97**

**IN THE MATTER OF AMENDING A RESOLUTION AUTHORIZING THE USE OF DELAWARE COUNTY RLF FUNDS FOR THE FJM EXPANSION PROJECT**

It was moved by Mr. Ward seconded by Mrs. Martin to authorize the following:

WHEREAS, Delaware County has ESTABLISHED A REVOLVING Loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, the Delaware County RLF is intended to facilitate the implementation of job-creating projects where a defined financing gap exists; and

WHEREAS, the Delaware County Commissioners-s via Resolution 99-30 did authorize RLF participation for the Firestone Jaros Mullin (FJM) Expansion Project.

WHEREAS, Resolution 99-30 called for corporate and personal guarantees and a third mortgage on the project real estate to secure the referenced RLF loan; and

WHEREAS, the County has been advised that Bank One will be in the first and third position and CCDC in the second position on the project real estate.

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

SECTION I.      That the Delaware County Board of Commissioners hereby approves amending Resolution 99-30. RLF participation shall still be in the amount of \$200,000 to Firestone Jaros Mullin, Inc. to complete the financing for the referenced project, and said loan shall be at a fixed rate of 7%, amortized for five years with a three year call. The loan shall be secured by personal and corporate guarantees and a fourth mortgage on the project real estate.

SECTION II.      Upon passage of this resolution, approval of the RLF Project Report Form by the Ohio Department of Development, and clearance of ERR timeframes, the President of the Board shall be authorized to execute the Legally Binding Document for the RLF financing for the referenced project in accordance with the conditions set forth in this Resolution.

Vote on Motion:      Mr. Ward      Aye      Mrs. Martin      Aye      Mr. Wuertz      Aye

**RESOLUTION NO. 99-98**

**IN THE MATER OF ACCEPTANCE OF THE SANITARY SEWERS IN LAKES OF POWELL, SECTION 4 AND PARKSHORE , SECTION 3:**

It was moved by Mrs. Martin seconded by Mr. Ward to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Lakes of Powell, Section 4	990 feet of 8 Inch Sewer	4 Manholes
Parkshore, Section 3	1,320 feet of 8 Inch Sewer	
	350 feet of 10 Inch Sewer	
	1,040 feet of 12 Inch Sewer	13 Manholes

Vote on Motion:      Mr. Ward      Aye      Mrs. Martin      Aye      Mr. Wuertz      Aye

**RESOLUTION NO. 99-99**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

It was moved by Mr. Ward , seconded by Mrs. Martin to approve the following personnel actions:

Alice F. Yeager, Records Clerk, has submitted a letter of resignation; effective date of resignation is 2/5/99

Myra Williamson, promoted to Personnel Coordinator; effective date of promotion is 2/8/99

Scott Pike, has prior service years with a public employer; requesting transfer of service to Delaware County; effective date of transfer is 1/28/99.

Vote on Motion:      Mr. Ward      Aye      Mrs. Martin      Aye      Mr. Wuertz      Aye

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**RESOLUTION NO. 99-100****IN THE MATTER OF APPROVAL OF CONTRACT WITH THE HUMAN FACTOR, INC. FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES FROM 2/1/1999 TO 1/31/2000:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following contract.

**THE HUMAN FACTOR, INC.****EMPLOYEE ASSISTANCE PROGRAM AGREEMENT**

**This Agreement** is made by The **Human Factor, Inc.**, an Ohio corporation with offices located at 500 W. Wilson Bridge Road, Suite 245, Worthington, Ohio 43085 (hereinafter referred to as "THF") and **Delaware County, with offices located at 101 N. Sandusky Street Delaware, OH 43015 (hereinafter referred to as "Client")**, as of the "effective date" indicated in the final item hereof.

The Client has agreed to retain the services of THF to assist the Client in establishing and administering an Employee Assistance Program (hereinafter "EAP") for the benefit of the Client and its employees and their families ("Covered Person(s)"), as provided in this Agreement. For the purposes of this Agreement, "Family(ies)" and "Covered Person(s)" shall mean the employee; the employee's spouse or significant other living in the same household on a full-time basis; children of the employee, spouse or significant other under 23 years of age who live at home or away at college, and/or parents of the employee, spouse, or significant other, living in the same household.

Now, therefore, in consideration of the promises and mutual covenants contained herein, THF and the Client agree as follows:

1. **TERM OF THE AGREEMENT.** The term of the Agreement shall be for a period of one year after the effective date of this Agreement. This Agreement shall automatically renew for a like term unless either party provides the other party with written notice at least thirty (30) days prior to the expiration of the Agreement that it elects not to renew.
2. **SERVICES TO BE PROVIDED.** During the term of this Agreement, THF shall provide the following EAP services for the benefit of the Client:
  - A. The EAP shall provide Covered Persons with an assessment of the Covered Person's problem or matter conducted by a qualified provider. Problems or matters included are listed in Appendix A. Any changes, additions, deletions of services listed in Appendix A by THF must be made available to the Client by thirty (30) days advanced written notice prior to the change, addition, or deletion of that service. THF agrees to pay the cost of the listed services until at least thirty (30) days after such written notice is made. However, any legal matter that clearly conflicts with the client in contract and/or THF and its clients or future clients shall not be covered under the EAP and will be referred back to the client for resolution

After the initial contact with the EAP, THF shall determine whether an immediate referral to a community resource is appropriate or if further assessment is indicated before an appropriate referral can be made. THF shall identify qualified resources from within the community and facilitate continuity and coordination of care. All activity is subject to the EAP participant's cooperation and the availability of community resources.

Upon completion of the assessment and if further professional assistance is indicated, the EAP shall refer the Covered Person to an independent, qualified provider who can provide services to the Covered Person in an attempt to facilitate problem resolution. If appropriate, THF shall encourage Covered Persons to proceed with a course of assistance recommended by the assessment.

Coverage under this plan for assessment, and service by an independent provider referred by the EAP, is limited to a maximum of three (3) one-hour sessions per personal matter and/or problem. Services beyond three sessions per personal matter and/or problem shall be the sole financial obligation of the Covered Persons.

- B. THF represents that:
  - ◆ THF shall preserve the identity and protect the confidentiality of EAP participants during assessment and referral, and shall insure that the independent professionals to whom participants are referred adhere to the confidentiality policies and procedures to the extent required by law.
  - ◆ Assessment, referral, and short-term counseling of Covered Persons shall be conducted by appropriately credentialed and licensed (if required by state law)

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providers.

- C. THF shall maintain a 24 hours a day, 7 days a week, 1-800 telephone line,| staffed by trained personnel.
  - D. THF shall make every reasonable effort to ensure that provider appointment hours shall be made available weekdays, evenings, and weekends, including Sundays, subject to the Client's needs and the utilization rates and available resources of THF.
  - E. THF shall familiarize itself generally with Client's employee benefits program and, during the initial assessment session, help employees understand what benefits are available to them under the Client's employee benefit program, including benefits available under this plan. During the initial assessment session, THF shall advise Covered Persons of Covered Services under the THF plan, the limits of coverage thereunder, and shall advise Covered Persons of their financial responsibility for services not covered under the THF plan. THF will make every attempt to make such referrals to a qualified provider who is considered "in-network" by the medical insurance. Client shall provide THF a copy of Client's benefits plans and any associated networks at THF's written request, but no less than once annually. This paragraph is not meant to relieve Client of its obligation and responsibility to educate, inform, and advise Covered Persons of the extent and limits of, and procedures for access to, benefits contained in Client's employee benefit plans.
  - F. Upon Client's written request, THF shall conduct EAP orientation sessions for Client's employees. The purpose of the orientation sessions shall be to encourage EAP utilization and early problem resolution. The orientation sessions, held in an open forum in Client's place of business or other forum mutually agreed upon by THF and Client, shall focus on the Covered Services offered through the EAP, the benefits there under, and the procedures to access the services. The orientation sessions shall be coordinated through THF and the Client's EAP representative.
  - G. THF shall conduct training sessions for Client's management and supervisory personnel. The training sessions shall focus on the Covered Services offered through the EAP, the benefits thereunder, the procedures to access the services, management's and supervisory personnel's roles and responsibilities under the EAP, and utilization reviews. The training sessions shall be coordinated with the Client through THF and the Client's EAP representative at mutually agreed locations and times. In addition, THF, may recommend or the Client may request special training sessions as needed for small groups of managers and supervisors to enhance managers' and supervisors' skills in effectively utilizing the services of the EAP. The special training sessions shall be coordinated with the Client through THF and the Client's EAP representative at mutually agreed locations and times.
  - H. THF shall provide general guidance, upon request, to the Client's managers and others with supervisory responsibility for detecting and dealing with problems relating to deteriorating job performance by individual employees. Such guidance shall be limited to advising supervisors on appropriate methods to use to encourage individual employees to access the EAP. Cost for such supervisory assistance beyond six (6) hours (calculated on the basis of all assistance to the Client's management team, in aggregate, including all locations) per year shall be negotiated, not to exceed a rate of \$125.00 per hour.
  - I. THF shall furnish data, suggested copy, and otherwise assist the Client in preparing a management guide for the EAP, and shall furnish ideas, copy suggestions, and other assistance on a continuing basis for use in the Client's publications, special mailings, or other media to maintain awareness of the EAP by the Client's managers and employees. Compliance with the Client's policies
  - J. THF shall provide Covered Services for all covered Persons enrolled in the EAP. Employee lists provided by the Client will determine eligibility. Current lists will be provided to THF every month. THF reserves the right to bill client for any services provided in error if such error is caused by Client-s employee lists.
  - K. Upon Client's written request and THF'S agreement, THF shall provide additional services not specifically covered by this Agreement. Additional services requested by Client shall be priced by THF and any agreement to proceed with additional services shall be properly executed and signed by both THF and Client.
  - L. THF shall provide a vehicle containing procedures for resolution of grievances raised by Covered Persons about the plan or THF as well as applicable employment laws and regulations shall be the responsibility of the Client.
3. **REPORTS TO THE CLIENT.** Subject to strict standards of confidentiality and protection of the identity of Covered Persons, THF shall prepare and submit to Client, at a minimum, one annual written report summarizing utilization of EAP services and activities. The annual written report

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shall also contain a summary of the services rendered under Section 2(I) of this Agreement. The frequency, form, and content of special utilization reports requested by Client but not covered by this Agreement shall be mutually agreed to by THF and Client.

4. **TERMINATION OF THE AGREEMENT.** THF may terminate this Agreement for nonpayment of fees upon thirty (30) days written notice to the Client. The Client may cure this default by making such payments as are due and payable in accordance with Item 8, herein. THF or the Client may terminate this Agreement for any reason at any time upon ninety (90) days written notice to the other party. If the Client terminates this Agreement prior to its expiration, the Client shall be obligated to pay to THF the monthly payments due to THF under this Agreement for the period up to the effective termination date, and one additional month following the month in which notice of termination of the Agreement is effective and the Agreement has been terminated. The additional one-month's payment is contingent upon THF actually providing services to Client's Covered Persons during that month. THF will provide written verification of such service and if no services are provided, THF is not entitled to the additional one month's payment.

Upon termination of this Agreement, THF and the Client shall promptly review all work in progress. THF shall be responsible only for any work commenced prior to the termination date and any and all charges which may be due and payable at the termination date shall be paid by the Client within thirty (30) days of the termination date. Any referrals or assignments initiated prior to the termination date shall be completed and THF's reporting obligations shall continue in force until such short-term counseling is complete as provided under this Agreement.

THF shall provide such services and assistance as may be necessary to transfer in confidence all records of services rendered and work in progress related to the performance by THF under this Agreement, to any third party mutually agreed to by the Client and THF, as soon as is reasonably practical, subject to THF's duties regarding the confidentiality and privacy of the EAP participants.

5. **NOTICES.** All notices or other communications to a party to this Agreement shall be effective only if in writing, delivered personally or mailed, with postage prepaid, to the party entitled to receive the same, at the addresses of the parties set forth in this Agreement. Each party may at any time change the place to which such notices or communications are to be addressed upon ten (10) days written notice to the other party.
6. **INDEMNIFICATION.** Client and THF each agree to defend the other and to pay any award of damages assessed against such other in any suit or proceeding to the extent such damages are based on any claim by any third party which is directly attributable to the negligence or willful misconduct of Client or THF, respectively. THF represents that it has, or will arrange for, professional liability and public liability insurance and will provide proof of same upon request of Client.
7. **CONFIDENTIALITY.** The confidentiality of all transactions and the identity of every person referred to, or voluntarily seeking the resources of the EAP shall be maintained by THF and the Client
8. **FEES AND PAYMENTS.** The fee to be paid by the Client, excluding the fee for requested specific assistance as contained in paragraphs 2(H and K) above, for THF's performance of this Agreement shall be as follows:

- A. The fee owed and payable to THF during the one-year contract period shall be approximately \$15,228.00. The fee is based upon the current employee population of 564, and may be adjusted monthly subject to the provisions contained in paragraph 8(B), below. The fee shall be payable to The Human Factor, Inc., (check applicable option):

in one annual payment invoiced by THF with a 4% annual discount which will appear on initial invoice. The fluctuating number of employees will be reconciled during the final quarter of this contract. The Client will receive credit on the following invoice or reimburse THF depending on these changes. |

in two biannual payments invoiced by THF with a 3% annual discount which will appear on initial invoice. The fluctuating number of employees will be reconciled during the final quarter of this contract. The Client will receive credit on the following invoice or reimburse THF depending on these changes.

in quarterly installments determined and invoiced by THF, with a 2% discount which will appear on initial invoice. The fluctuating number of employees will be reconciled during the final month of each quarter.

in twelve monthly installments determined and invoiced by THF, based on the number of employees enrolled in the Plan for the month prior to the monthly billing period;

Payments shall be made on the first of each month, Beginning 02/01/99 Payment is due within



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thirty (30) days of invoice date. Payments received after thirty (30) days of invoice shall be subject to late fee.

- B. Payments are based upon the rate of \$2.25 per employee, per month at an annual rate of \$27.00 per employee for assessment/referral or short-term counseling for a maximum of three (3) sessions for problems amenable to brief counseling interventions as deemed appropriate. Adjustments shall be made monthly, and incorporated into the billing as the Client's employee population increases or decreases. Client shall provide THF with a monthly updated employee listings as its employee population changes.
- C. Fees and charges for services in excess of the maximum of three (3) sessions covered under this Agreement by individuals or agencies to which the Covered Persons are referred by THF shall be the sole financial responsibility of the employee or Covered Persons.
- D. Upon written notice to Client at least forty-five (45) days prior to the expiration of the term of this Agreement, and the provisions of paragraph 1 relating to contract renewal notwithstanding, THF reserves the right to notify Client of an adjustment of the fees to be paid on an annual basis for Covered Services provided under this Agreement should the Agreement be renewed. Adjustment of fees made pursuant to such notification shall be reduced to writing by THF and signed by the parties as an amendment to this contract. THF also reserves the right to notify the Client of an adjustment of the fees to be paid on an annual basis for Covered Services provided under this Agreement after the Agreement is renewed for a new term with the understanding that such an adjustment shall be made only upon mutual agreement of the parties.
9. **NON-DISCLOSURE.** The parties recognize that the fee and reimbursement rates and other aspects of this Agreement are competitively sensitive; therefore, the parties shall refrain from disclosing the terms of this Agreement to any unaffiliated third parties. Therefore, the Client agrees that it shall not, without the prior written consent of THF : (A) reveal any information concerning the Agreement, (B) reveal any proprietary information about THF, its officers, employees, management, operations, products or services, or any other confidential information whatsoever to any person not a party to this Agreement, or (C) release any publicity or advertising concerning this Agreement (other than to report or state that there is an Agreement and that it relates to an employee assistance program) unless required by law (O.R.C 149.43). This provision shall survive the termination of this Agreement for an additional term of one year.
10. **REMEDIES.** If the Client breaches or attempts to breach Items 4, 7, and/or 9 of this Agreement, THF shall be entitled to an injunction restraining the Client from using or disclosing, in whole or in part, the aforesaid confidential or proprietary information. The Client agrees that in such event, it shall be responsible for all damages caused to THF plus the payment of attorneys' fees to enforce such provisions of this Agreement. Nothing herein shall be construed as prohibiting THF from pursuing any and all other remedies available to THF for such breach or threatened breach, including the recovery of damages from the Client. This paragraph shall not be enforceable if the Client is required to disclose this information by a court of law.
11. **SUCCESSORS.** This Agreement shall be binding upon the employees, officers, owners, administrators, representatives, agents, successors, and assigns of the respective parties.
12. **SEVERABILITY.** If and to the extent that any court of competent jurisdiction determines it is impossible to construe any provision of this Agreement consistently with any law or public policy and consequently holds that provision to be invalid, such holding shall in no way affect the validity of the other provisions of this Agreement, which shall remain in force and in effect.
13. **GOVERNING LAW.** The laws of the State of Ohio shall govern the construction and interpretation of this Agreement.
14. **VENUE** All parties to this Agreement hereby designate the Court of Common Pleas of Franklin County, Ohio as the court of proper jurisdiction and venue for any actions or proceedings relating to this Agreement; hereby irrevocably consent to such designation, jurisdiction, and venue; and hereby waive any objection or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in the Court of Common Pleas of Franklin County, Ohio.
15. **NON-WAIVER.** No failure by any party to insist upon compliance with the terms of this Agreement, to exercise any option, enforce any right, or seek any remedy upon any default, of any other party shall affect, or constitute a waiver of, the first party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default; nor shall any custom or practice of the parties at variance with any provision of this Agreement affect, or constitute waiver of, any party's right to demand strict compliance with all provisions of this Agreement.
16. **NO THIRD PARTY BENEFIT.** This Agreement is intended for the exclusive benefit of the parties to this Agreement and their respective heirs, successors, and assigns and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any third party.

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- 17. **CAPTIONS.** The captions of the various sections of this Agreement are not part of the context of this Agreement, but are only labels to assist in locating and reading those sections and shall be ignored in construing this Agreement.
  
- 18. **EXHIBITS.** Each exhibit and addendum if any, referred to in this Agreement hereby is incorporated in this Agreement by reference. All obligations of any party under such exhibit or addendum shall be considered as obligations under this Agreement.
  
- 19. **FORCE MAJEURE.** THF shall not be responsible for any delay to or interruption in, or interference with, the services to be provided under this Agreement, if such delay, interruption, or interference is due to strike, fire, weather, Act of God, or any other cause beyond THF's control. Any such delay, interruption, or interference shall have no effect upon the "Fees and Payments" or "Terms of the Agreement" or any other terms or conditions as set forth elsewhere in this Agreement.
  
- 20. **COMPLETE AGREEMENT.** This document (including its exhibits, amendments, and addendum, if any contains the entire Agreement between the parties and supersedes all prior or contemporaneous discussions, negotiations, representations, or agreements relating to the subject matter of this Agreement. No changes to this Agreement shall be made or be binding on any party unless made in writing and signed by each party of this Agreement.

Vote on Motion:      Mr. Ward    Aye      Mrs. Martin                      Aye              Mr. Wuertz    Aye

**RESOLUTION NO. 99-101**

**IN THE MATTER OF ACKNOWLEDGMENT OF GRANT AWARD FOR JUVENILE ACCOUNTABILITY GRANT TO BE IMPLEMENTED BY DELAWARE COUNTY JUVENILE COURT AND AUTHORIZING THE IMPLEMENTING AGENCY TO SUBMIT AND SIGN QUARTERLY FINANCIAL REPORT FORMS:**

It was moved by Mr. Ward, seconded by Mrs. Martin to finalize all documents and authorize the Delaware County Juvenile Court to submit and sign Quarterly Financial Reports Forms for the Juvenile Accountability Grant

Vote on Motion:      Mr. Ward    Aye      Mrs. Martin                      Aye              Mr. Wuertz    Aye

**RESOLUTION NO. 99-102**

**IN THE MATTER OF DESIGNATING SERVICE DELIVERY AREA (CENTRAL OHIO RURAL CONSORTIUM) AND WORKFORCE DEVELOPMENT AREAS**

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

WHEREAS: The Job Training Partnership Act of 1982 established Service Delivery Areas in Ohio of single units or of contiguous governmental jurisdictions of 200,000 or greater for designation as Service Delivery Areas (SDAs); and,

WHEREAS: Chief Elected Officials within these areas appointed Private Industry Councils to work as partners with the elected officials to set policy and administer the Job Training Partnership Act and other Employment and Training programs; and,

WHEREAS: The Workforce Investment Act of 1998 repeals the Job Training Partnership Act effective July 1, 2000, or earlier and establishes Workforce Development Areas; and,

WHEREAS: The Governor must approve a request for designation from units of general local government with a population of 500,000 or more; and,

WHEREAS: Pursuant to their request, units of local government (or combinations of units) with a population of 200,000 or more that were Service Delivery areas under JTPA are to receive temporary designation if they meet JTPA performance measures during the preceding two years and had sustained fiscal integrity; and,

WHEREAS: The Central Ohio Rural Consortium has met all established performance measures for 14 consecutive years while maintaining complete fiscal integrity; and,

WHEREAS: Significant investment of Federal, State and local resources have been utilized to develop systems linking service providers in the five county area; and,

WHEREAS: The State of Ohio has not enacted any State laws pursuant to the designation of Workforce Development Areas prior to the passage of the Workforce Investment Act of 1998.

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

That the Delaware County Commissioners request the Governor of the State of Ohio to designate the current Service Delivery Area (Central Ohio Rural Consortium) comprising of Coshocton, Delaware, Licking, Morgan and Muskingum counties as a workforce development area; and,

BE IT FURTHER RESOLVED that the future State legislation respect the intent and mandates of the Workforce Investment Act as well as the desires of both local elected officials, service providers and area employers in the designation of Workforce Development Areas.

Vote on Motion:            Mr. Ward            Aye            Mrs. Martin            Aye            Mr. Wuertz            Aye

**RESOLUTION NO. 99-103**

**IN THE MATTER OF ADOPTING A RESOLUTION TO PLACE A SEVEN-TENTHS (0.7) OF ONE MILL TAX LEVY ON THE MAY 4, 1999, SPECIAL ELECTION BALLOT FOR THE BENEFIT OF DELAWARE COUNTY SENIOR CITIZENS SERVICES AND FACILITIES PURSUANT TO OHIO REVISED CODE SECTIONS 5705.19 (Y) AND 5705.25:**

The Board of Commissioners of Delaware County, Ohio met in regular session on the 1<sup>st</sup> day of February, 1999, at the Office of the Commissioners wit the following members present; Deborah Martin, James Ward, and Donald Wuertz

Mrs. Martin moved the adoption of the following resolution:

WHEREAS, the residents of Delaware County did, in 1994, approve a five tenths of one mill tax levy to provide, through the Council for Older Adults of Delaware County, support services for senior citizens that help individuals maintain their independence, and

WHEREAS; the original tax levy expired at the end of 1998 with the last income produced in 1999; and

Whereas; the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Delaware County, Ohio; and

WHEREAS; the replacement levy, with an additional two-tenths (0.2) of one mill, will enable the continuation of existing services for senior citizens of Delaware county.

NOW THEREFORE BE IT RESOLVED, by two-thirds vote of all the members elected thereto concurring that it is necessary to levy a tax in excess of the ten-mill limitation for the benefit of Delaware County for the purpose of providing support services for senior citizens at a rate not exceeding seven-tenths (0.7) Mills for each one dollar (\$1.00) valuation, which amounts to seven (7.0) cents for each one hundred dollars (\$100.00) of valuation for five (5) years. Five-tenths (0.5) Mills or five (5.0) cents for each one hundred dollars (\$100.00) of valuation being a replacement tax commencing 1999 tax year. Two-tenths (0.2) Mills or two (2.0) cents for each one hundred dollars (\$100.00) of valuation being an increase in the tax commencing 1999 tax year.

Resolved, that said levy be placed upon the tax list of the current year if the majority of electors voting thereon vote in favor in the Special Election to be held on May 4, 1999, thereof; and be it further Resolved that the Clerk of this Board of County Commissioners be and hereby is directed to certify a copy of this Resolution to the Board of Elections, Delaware County, Ohio not less than seventy-five (75) days before the election upon which it will be voted and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Mr. Ward seconded the motion.

Vote on Motion:    Mr. Ward            Aye            Mrs. Martin            Aye            Mr. Wuertz            Aye

**PROPOSED TAX LEVY  
DELAWARE COUNTY  
SENIOR CITIZENS SERVICES AND FACILITIES**

Shall a levy replacing five tenths (0.5) of one mill and providing an increase of two tenths (0.2) of one mill be imposed by the Delaware County Commissioners FOR THE PURPOSE OF PROVIDING SUPPORT FOR SENIOR CITIZENS SERVICES AND FACILITIES THROUGH THE COUNCIL FOR OLDER ADULTS OF DELAWARE COUNTY, outside of the ten-mill limitation estimated by the County Auditor to average seven tenths (0.7) of one mill for each one dollar of valuation, which amounts to seven (7.0) cents for each one hundred dollars (\$100.00) of valuation, for a period of five (5) years.

**RESOLUTION NO. 99-104**

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**IN THE MATTER OF SETTING TIME AND DATE FOR VIEWING OF AND PUBLIC HEARING FOR CONSIDERATION OF REQUEST TO VACATE NORTHERN MOST 235 FEET OF BASHAM LANE:**

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

WHEREAS , on January 19, 1999, the Delaware County Commissioners received a petition filed by Wallace and Bonnie Helber requesting that the northern most 235 feet of Basham Lane be vacated and pass, in fee, to the abutting land owners.

WHEREAS, in accordance with Section 5553.04 of the Ohio Revised Code, said petition containing 34 signatures and more than 12 signatures were confirmed to be fee holders of Delaware County, Kingston Township have joined in said petition to vacate the northern most 235 feet of Basham Lane (Township Road 298),

THEREFORE BE IT RESOLVED: The Delaware County Commissioners will on **March 22, 1999, at 11:00 AM** view the northern most 235 feet of Basham Lane and the surrounding area.

FURTHER BE IT RESOLVED: On **March 29, 1999, at 7:30 PM** a Public Hearing will be held to consider said vacation of the northern most 235 feet of Basham Lane.

Vote on Motion:            Mr. Ward            Aye            Mrs. Martin            Aye            Mr. Wuertz            Aye

**RESOLUTION NO. 99-105**

**7:30 PM - IN THE MATTER OF REQUEST FOR REZONING DISTRICT CHANGE OF A TWO ACRE TRACT MORE OR LESS IN THE TOWNSHIP OF MARLBORO FROM FARM RESIDENCE DISTRICT (FR-1) TO PLANNED COMMERCIAL AND OFFICE DISTRICT (PC) UNDER THE COUNTY ZONING RESOLUTION:**

It was moved by Mr. Ward, seconded by Mrs. Martin to adopt the following

WHEREAS, the advertised hearing in this matter was held February 1, 1999 at 7:30 PM, 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 favorable, and

WHEREAS, the County Zoning Commission has recommended 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 (FR-1) Farm Residence District to (PC) Planned Commercial and Office District under the County Zoning Resolution in conformity with the General Plan, Plans and Plot Plan on file for same.

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. Ward            Aye            Mrs. Martin            Aye            Mr. Wuertz            Aye

**RESOLUTION NO. 99-106**

**IN THE MATTER OF DECLARING NECESSITY OF BOND ISSUE AND TO SUBMIT THE QUESTION OF SUCH ISSUE TO THE ELECTORS:**

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

WHEREAS, the County Auditor, as fiscal officer of the County, has certified that the useful life of the permanent improvements herein described and therefore the maximum maturity of the bonds to be issued to finance the same, calculated in accordance with Revised Code Section 133.20, is twenty-five (25) years; and

WHEREAS, the Director of Agriculture has certified, in accordance with Revised Code Section 1711.15, that the Delaware County Agricultural Society is complying with all laws and rules governing the operation of county agricultural societies;

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

Section 1. It is hereby determined to be necessary for the purpose of renovating and improving the Delaware County Fairgrounds by acquiring and constructing multi-purpose facilities, show arenas, junior fair complex, and other facilities and improvements, and furnishing and equipping the same, to issue and sell Twenty-four Million

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Two Hundred Seventy-eight Thousand Dollars (\$24,278,000) of bonds (the "Bonds") of the County. It is further determined to be necessary that there shall be annually levied on all the taxable property in the County a direct tax outside of the ten mill limitation to pay the debt charges on the Bonds and any securities issued in anticipation thereof. The Bonds shall be dated approximately the 1st day of June, 1999; shall bear interest at the estimated rate of five and one-quarter per centum (5.25%)per annum; and shall be paid over a number of years not to exceed twenty-five.

Section 2. The question of issuing the Bonds shall be submitted to the electors of the County at the Election to be held at the usual voting places within the County on the 4th day of May, 1999.

Section 3. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this resolution were taken in an open meeting of this Board, and all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. The Clerk of this Board is hereby authorized and directed to certify a copy of this resolution to the County Auditor of Delaware County, Ohio.

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

There bring no further business, the meeting adjourned.

\_\_\_\_\_  
Deborah Martin

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Donald Wuertz

\_\_\_\_\_  
Letha George, Clerk to the Commissioners