

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 6, 2001

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

Present: James Ward, Deborah Martin, Donald Wuertz

8:30 AM – Executive Session for Personnel Matters

10:00 AM – Bid Opening for Garage Floor Resurfacing and Drainage Improvements at 50 Channing Street

7:30 PM – Public Hearing on Annexation of 2.53 Acres from Delaware Township to City of Delaware

7:45 PM – Continuing Public Hearing on Annexation of 5.006 Acres from Concord Township to Village of Shawnee Hills

8:00 PM – Public Hearing on Annexation of 1.186 Acres from Concord Township to Village of Shawnee Hills

8:30 PM – Public Hearing on Annexation of 69.24 Acres from Delaware Township to City of Delaware

RESOLUTION NO. 01-840

8:30 AM-IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to adjourn into Executive Session.

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

RESOLUTION NO. 01-841

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION AT 8:34 AM:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to adjourn out of Executive Session:

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

PUBLIC COMMENT

RESOLUTION NO. 01-842

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 311889 THROUGH 312049:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve for payment warrants numbered 311889 through 312049 and Purchase Orders and Vouchers as listed below:

PO's

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
1B43069	Del County Juvenile Court	Achieve Contracts	4515-2013	\$ 9,692.16
1B43063	Del JVS Adult Education	Achieve Contracts	4515-2013	\$ 18,572.11

Vouchers

1B09795	Rhodes Heating & Air Conditioning	Porter/Kingston Construction	4811-4011	\$ 12,516.00
1B09818	Robertson Construction Serv.	Porter/Kingston Construction	4811-4011	\$ 70,441.94
1B03141	Meacham & Apel Architects	Professional Services	4812-4031	\$ 5,850.00
1B09821	US Postal Services	Postal Services	0130-2200	\$ 10,000.00
1B04754	Prudential Group Life	Long Term Disability Insurance	0300-2506	\$ 5,203.06

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

RESOLUTION NO. 01-843

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Job and Family Services is requesting that Carrie Block attend an Adoptive Placement at Hornell, New York on August 14 through August 15, 2001, in the amount of \$361.50.

Records Center is requesting that Karin Eldredge attend a Managing Electronic Records Workshop at Columbus on October 2, 2001, in the amount of \$20.00.

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Job and Family Services is requesting that Julie Kunkle, Larry Hager, Mona Reilly and Jim Little attend a Job and Family Services Symposium at Columbus on September 26 through September 28, 2001, in the amount of \$500.00.

Job and Family Services is requesting that twelve employees attend Alien Training at Columbus on August 21 and August 23, 2001, at no cost.

Job and Family Services is requesting that Deanna Slone attend KIS-E Training at Columbus on August 7 through August 8, 2001, in the amount of \$18.00.

Job and Family Services is requesting that Julie Marshall attend the Sign Language Classes at Grady Life Center on September 9 through October 28, 2001, every Sunday, in the amount of \$30.00.

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

RESOLUTION NO. 01-844

IN THE MATTER OF APPROVING PLANS FOR WOODLAND HALL, SECTIONS 1 & 2; PLAT FOR WILSHIRE, SECTION 5, PHASE B:

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

Woodland Hall, Sections 1 & 2

Street, Storm, Water Improvements for Woodland Hall, Sections 1& 2, located in Liberty Township, Delaware County, Ohio, Section 1, Township 3, Range 19, United States Military Lands.

Wilshire, Section 5, Phase B

Situated in the State of Ohio, County of Delaware, Township of Orange and in Farm Lots 2 and 3, Quarter Township 4, Township 3, Range 18, United States Military Lands, containing 21.904 acres of land , more or less, (21.086 acres of said 21.904 acres being in said Farm Lot 2 and 0.818 acre of said 21.904 acres being in said Farm Lot 3), said 21.904 acres being comprised of 0.032 acre and 2.125 acres out of Tract 1 as the same is designated and described in the deed to Centex Homes of record in Official Record 2, Page 1843, 5.651 acres out of a 27.518 acres tract and all of a 13.063 acres tract as said 27.518 acres and 13.063 acres tracts are described in the deed to Centex Homes of record in Official Record 53, Page 332, and 1.033 acres out of that tract of land conveyed to Wilshire Development Company by deed of record in Official Record 2, Page 1849, all being records of the Recorder’s Office, Delaware County, Ohio. Lot fee in the amount of \$75.00.

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

RESOLUTION NO. 01-845

IN THE MATTER OF ACCEPTING ROADS FOR PIATT MEADOWS, SECTION 2, PHASE 1; SUMMERFIELD VILLAGE, SECTION 2, PHASE 1; AND WILSHIRE ESTATES, SECTION 4:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to accept the following roads:

Piatt Meadows, Section 2, Phase 1

- An addition of 0.17 mile to **Township Road Number 905, Marilyn Drive**
- An addition of 0.08 mile to **Township Road Number 906, Griffin Drive**

County Engineer, also request approval to return the Bond being held as maintenance surety to the developer, Dominion Homes.

Summerfield Village, Section 2, Phase 1

- An addition of 0.11 mile to **Township Road Number 899, Trillium Drive**
- **Chickory Court**, to be known as **Township Road Number 990**

County Engineer, also request approval to return the Bond being held as maintenance surety to the developer, Dominion Homes.

Wilshire Estates, Section 4

- An addition of 0.04 mile to **Township Road Number 772, Omaha Place**
- An addition of 0.12 mile to **Township Road Number 775, Bold Venture Drive**
- **Tall Pine Drive**, to be known as **Township Road Number 989**

We also request approval to return the Bond being held as maintenance surety to the developer, Centex Homes.

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

RESOLUTION NO. 01-846

IN THE MATTER OF AUTHORIZING STOP CONDITIONS IN PIATT MEADOWS, SECTION 2, PHASE 1; SUMMERFIELD VILLAGE, SECTION 2, PHASE 1; AND WILSHIRE ESTATES, SECTION 4:

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

Piatt Meadows, Section 2, Phase 1

- On Township Road Number 905, Marilyn Drive, at its intersection with Township Road Number 906, Griffin Drive
- On Township Road Number 906, Griffin Drive, at its intersection with Township Road Number 274, Hollenback Road

Summerfield Village, Section 2, Phase 1

- On Southbound Township Road Number 899, Trillium Drive, at its intersection with Township Road Number 990, Chickory Court
- On Northbound Township Road Number 899, Trillium Drive, at its intersection with Township Road Number 990, Chickory Court
- On Township Road Number 990, Chickory Court, at its intersection with Township Road Number 899, Trillium Drive

Wilshire Estates, Section 4

- On Township Road Number 989, Tall Pine Drive, at its intersection with Township Road Number 775, Bold Venture Drive

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

RESOLUTION NO. 01-847

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR DUBLIN CITY SCHOOLS; SCIOTO HIGHLANDS NUMBER 3 AND WOODLAND HALL, SECTION 1:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve Subdivider’s Agreements:

Dublin City Schools

THIS AGREEMENT made and entered into this 6th day of August 2001, by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **DUBLIN CITY SCHOOLS**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled “**CONCORD ROAD LEFT TURN & DECELERATION LANE**” which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

- 1) The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
- 2) The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
- 3) The **SUBDIVIDER** shall deposit **EIGHT THOUSAND EIGHT HUNDRED DOLLARS (\$8,800)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
- 4) The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
- 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** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2001**.
- 7) 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*”/
- 8) 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**

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- shall have the right to stop work forthwith and use the surety for the completion of the improvement.
- 9) 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**.
- 10) 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**.
- 11) 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.

Scioto Highland Number 3

THIS AGREEMENT executed on this 6th day of August 2001, between **S. ROBERT DAVIS**, as evidenced by the **SCIOTO HIGHLANDS NUMBER 3** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 4/6/01, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

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

ROADWAY AND STORM DRAINAGE

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

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

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

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

Any snow and ice removal or other safety requirements deemed necessary by the **County Engineer** during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the

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funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

CONSTRUCTION

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

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

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

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

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

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

Woodland Hall, Section 1

THIS AGREEMENT executed on this 6th day of August 2001, between **ISAAC GROUP LLC**, as evidenced by the **WOODLAND HALL SECTION 1** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 2/23/01, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

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

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

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

ROADWAY AND STORM DRAINAGE

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

The **County** reserves the right during construction and thereafter to permit connection of adjoining

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properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

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

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

CONSTRUCTION

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

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

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

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

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

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

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

RESOLUTION NO. 01-848

IN THE MATTER OF ACCEPTING BONDING FOR WILSHIRE, SECTION 5:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the bonding:

Wilshire, Section 5

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 County Engineer has therefore, estimated the remaining construction costs to be **\$60,000**, and a bond and check totaling that amount is in place to cover the bonding of this project.

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

RESOLUTION NO. 01-849

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U010107	Columbia Gas	Brettridge Drive	Install gas main
U010108	XO Communications	Green Meadows Drive	Place buried cable
U010109	Sprint Telephone	CR 605	Place buried cable
U010110	American Electric Power	North Road	Install electric service

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

RESOLUTION NO. 01-850

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IN THE MATTER OF APPROVING THE MODIFICATION #1 FOR CONTRACT BETWEEN DELAWARE COUNTY COMMISSIONERS AND R. D. ZANDE & ASSOCIATES FOR ENGINEERING SERVICES FOR STATE ROUTE 3 WIDENING:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the modification #1 to contract:

Agreement, made and entered into this 6th day of August, 2001 by and between the *Delaware County Commissioners*, Delaware, Ohio and hereinafter designated as the *County*, and *R. D. Zande and Associates, Inc.*, hereinafter designated as the *Consultant*.

Witnesseth, that said *Consultant*, for consideration of the additional amount of \$12,800 to the original amount of \$27,988.38 as approved March 12, 2001, based on a proposal dated July, 2001, incorporated herein by reference, hereby agrees to furnish unto the *County*, additional professional design services to prepare construction plans for the project known as the *State Route 3 Widening Plans*. Compensation to be paid monthly as a percentage of completed work.

Said Consultant further agrees to perform the said work promptly, in a skillful and competent manners in accordance with the normally accepted standards, under the direction of the *Delaware County Engineer*.

The Consultant hereby agrees to hold the *County* harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions of the *Consultant*, its employees, agent's, subcontractors and their employees and agents' subcontractors and their employees agents but only to the extent that the same is actually covered and paid under the foregoing policies of insurance.

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

RESOLUTION NO. 01-851

IN THE MATTER OF APPROVING THE PRELIMINARY LEGISLATION FOR HOME ROAD GRADE SEPARATION PROGRAM WITH OHIO DEPARTMENT OF TRANSPORTATION:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the Preliminary Legislation:

The following is a Resolution enacted by the Board of Commissioners of Delaware, County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION 1 – Project Description

WHEREAS, the County has identified the need for the described project:

This project proposes to perform a feasibility study for the construction of a grade separation with the CSX Railroad. This project has been selected as part of Tier 2 of the Ohio Railroad Grade Separation Program. Project location is on CR124 (Home Road) in Liberty Township at the CSX Rail crossing.

NOW THEREFORE, be it resolved by the Board of Commissioners of Delaware County, Ohio.

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above-described project as follows:

The County will fund one hundred percent (100%) of the total cost of the feasibility study. The cost of this study will be applied toward the County's 5% local share.

SECTION IV – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V – Maintenance

Maintain the right-of-way and keep it free of obstructions, and hold said right-of-way inviolate for public highway

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purposes.

SECTION VI – Authority to Sign

The County Engineer is hereby empowered on behalf of the County to enter into contracts with the Director of Transportation necessary to complete the above-described project.

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

RESOLUTION NO. 01-852

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR 2001 PAVEMENT MARKING PROJECT:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve specifications and set bid opening date and time for **Monday, August 27, 2001, at 10:00 AM**. Sealed proposals will be received at the **Delaware County Engineer’s Office, 50 Channing Street**. Contract documents, bid sheets, plans, and specifications can be **picked up** at the **Delaware County Engineer’s Office, 50 Channing St. Delaware, Ohio 43015**.

The engineer’s estimate for the project is **\$170,000**.

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

RESOLUTION NO. 01-853

IN THE MATTER OF APPROVING THE FISCAL YEAR FINANCIAL AGREEMENT BETWEEN JOB AND FAMILY SERVICES, DEPARTMENT OF DELAWARE COUNTY COMMISSIONERS, AND OESTERLEN SERVICES FOR YOUTH, INC.

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the agreement:

Intensive Treatment Unit
 Fiscal Year Financial Agreement

Between Delaware County Department of Jobs and Family Services, placing agency, and Oesterien Services for Youth, Inc. Placement is in an Intensive Treatment Unit at a per diem rate of \$245.00. Contract period begins July 1, 2001 and continues through June 30, 2002.

Planned Absences – Full rate will be charged during planned absences such as home visits, as arranged with the placing agency.

Unplanned Absences – full rate will be charged for AWOL’s of up to 14 days per occurrence, as agreed to in writing, with the placing agency. Rates after 14 days are negotiated. Placing agency and/or parent will be notified within 24 hours of an AWOL.

Hospital Absences – In emergency situations, the placing agency an/or parent will be notified of the hospitalization within 24 hours. All other hospital stays are pre-arranged with the placing agency. Full rate will be charged the first three (3) days of hospitalization, half rate thereafter, as pre-arranged with the placing agency.

Medical/Psychiatric/Dental/Vision/Prescriptions – charges will be billed directly by the provider. At least three (3) signed insurance forms must accompany an admission when insurance is the first method used. The placing agency is responsible to provide further forms as required, including monthly copies of ADC medical cards. Medical, dental, visual, psychiatric and prescription services not covered through insurance or Medicaid will be billed to, and are the responsibility of, the placing agency.

Transportation – Home visits, as pre-arranged with the placing agency, will be billed on the monthly billing statement. A payment voucher will be included showing date of purchase, destination, cost, and provider.

Clothing – a required clothing list is provided prior to admission. Deficiencies will be noted upon admission and purchases will be made and billed on the monthly statement. A replacement clothing allowance is provided thereafter by Oesterien.

Oesterien residential clients are expected to provide for their own personal care as much as possible. This facilitates the development of skills and abilities necessary to meet their needs upon emancipation. Oesterien will provide the necessary health, hygiene, and grooming supplies. Oesterien will make sure each client has sufficient clothing based on our contractual obligations with the referring agencies, and Oesterien staff members will supervise clients with the self-administration of their medications. The residential clients will be responsible for bathing, dressing, grooming and maintaining the cleanliness of their environment. They will also participate in learning daily living skills by helping to cook meals, do their laundry, and learning how to manage their money according to their individual treatment plan.

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Clients are accepted by Oesterien based strictly on program parameters. Within these parameters no distinction is made regardless of race, color, national origin, or religion.

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

RESOLUTION NO. 01-854

IN THE MATTER OF APPROVING THE SANITARY SEWER PLAN FOR WILLOW BEND, SECTION 1:

It was moved by Mrs. Martin , seconded by Mr. Wuertz to approve sanitary sewer plan for Willow Bend, Section 1 submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 01-855

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR NORTH ORANGE, SECTION 2, PHASE 1:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve the Subdivider’s Agreement:

North Orange, Section 2, Phase 1

This agreement executed on this 6th day of August 2001, by and between PLANNED COMMUNITIES SUBDIVIDER, as evidenced by the NORTH ORANGE, SECTION 2, PHASE 1 Plat 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 and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT, pay to the DELAWARE COUNTY SANITARY ENGINEER \$8,850.00 representing the payment of fifty percent (50%) of the capacity charges then in effect, for each single family residential connection, for 3 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

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 (\$7,889.00) 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 and agents for mall 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 action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by THE COUNTY COMMISSIONERS but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have 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.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of the Agreement, the SUBDIVIDER shall deposit, with the

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DELAWARE COUNTY SANITARY ENGINEER the sum of \$1,000.00 estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover the one year reinspection.

The SUBDIVIDER for a period of five (5) year after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and or workmanship. All warranties for equipment installed as part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The subdivider shall provide to the COUNTY all necessary easements or right of ways required to complete the IMPROVEMENTS all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible Mylar and 3.5@ or 5.25@ Diskettes in either Autocade DWG files or DXF files.

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 materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond or other approved financial warranties, equal to ten percent (10%) of the construction cost.

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

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said 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 DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 01-856

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR EMULSION POLYMER FOR WASTEWATER TREATMENT:

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It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve specifications and set bid opening date and time for **Monday, September 10, 2001, at 10:00 AM.**

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

RESOLUTION NO. 01-857

IN THE MATTER OF APPROVING DATE AND TIME TO RE-ADVERTISE THE ACCEPTING OF STATEMENT OF QUALIFICATIONS FOR ENGINEERING DESIGN CONSULTANT SERVICES TO ASSIST THE COUNTY IN THE DESIGN OF A MASTER PLAN FOR WASTEWATER RESIDUALS TREATMENT AND DISPOSAL:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to approve date and time for accepting the statement of qualifications for **Monday, September 10, 2001, at 10:15 AM.**

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

RESOLUTION NO. 01-858

IN THE MATTER OF EXECUTING A REPLACEMENT AGREEMENT WITH THE HEALTHY EDGE, LLC TO PROVIDE EMPLOYEES ASSISTANCE PROGRAM SERVICES FOR DELAWARE COUNTY EMPLOYEES:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to execute the replacement agreement with the Healthy Edge, LLC:

- Whereas, the Board of Commissioners of Delaware County wish to continue providing the benefit of an employee assistance program for the employees of Delaware County, and
- Whereas, The Healthy Edge, LLC and its parent company, The Human Factor International, Inc., have provided quality employee assistance program services for Delaware County since 1994, and
- Whereas, the terms of a replacement agreement have been reviewed by Delaware County staff and its consultants and the Delaware County Prosecutor's Office, and
- Whereas, the terms of a replacement agreement have been found to be appropriate and competitive

Therefore be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the replacement agreement between The Healthy Edge, LLC and Delaware County, Ohio be approved and executed effective July 1, 2001, at the terms described within the agreement.

**THE HEALTHY EDGE, LLC
EMPLOYEE ASSISTANCE PROGRAM AGREEMENT**

This Agreement is made by The Healthy Edge, LLC a subsidiary of The Human Factor International, Inc. with offices located at 6740 Huntley Rd, Second Floor, Columbus, OH 43229 (hereinafter referred to as "THE, LLC") and **Delaware County** (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 THE, LLC 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, THE, LLC 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, THE, LLC 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 include, but are not limited to: marital and family difficulties, alcohol and substance abuse problems, mental health problems, stress management, financial advice, legal referral, and divorce and post-divorce mediation.

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However, any legal matter that clearly conflicts with the client in contract and/or THE, LLC 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, THE, LLC 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. THE, LLC 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, THE, LLC 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. THE, LLC represents that:

THE, LLC 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) providers.

- C. THE, LLC shall maintain a 24 hours a day, 7 days a week, 1-800 telephone line, staffed by trained personnel.
- D. THE, LLC shall make every reasonable effort to ensure that provider appointment hours shall be made available weekdays, evenings, and weekends, subject to the Client's needs and the utilization rates and available resources of THE, LLC.
- E. THE, LLC 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, THE, LLC shall advise Covered Persons of Covered Services under the, LLC plan, the limits of coverage thereunder, and shall advise Covered Persons of their financial responsibility for services not covered under the THE, LLC plan. 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, THE, LLC 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 THE, LLC and Client, shall focus on the Covered Services offered through the EAP, the benefits thereunder, and the procedures to access the services. The orientation sessions shall be coordinated through THE, LLC and the Client's EAP representative.
- G. THE, LLC 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 THE, LLC and the Client's EAP representative at mutually agreed locations and times. In addition, THE, LLC, 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 THE, LLC and the Client's EAP representative at mutually agreed locations and times.
- H. THE, LLC 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

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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. THE, LLC 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 as well as applicable employment laws and regulations shall be the responsibility of the Client.
 - J. THE, LLC 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 THE, LLC every month. THE, LLC 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 THE, LLC's agreement, THE, LLC shall provide additional services not specifically covered by this Agreement. Additional services requested by Client shall be priced by THE, LLC and any agreement to proceed with additional services shall be properly executed and signed by both THE, LLC and Client.
 - L. THE, LLC shall provide a vehicle containing procedures for resolution of grievances raised by Covered Persons about the plan or THE, LLC.
3. **REPORTS TO THE CLIENT.** Subject to strict standards of confidentiality and protection of the identity of Covered Persons, THE, LLC shall prepare and submit to Client, at a minimum, one annual written report summarizing utilization of EAP services and activities. The annual written report 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 THE, LLC and Client.
4. **TERMINATION OF THE AGREEMENT.** THE, LLC 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. THE, LLC 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 THE, LLC the monthly payments due to THE, LLC 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 THE, LLC actually providing services to Client's Covered Persons during that month. THE, LLC is not entitled to the additional one-month's payment. The parties agree that the purpose of the one additional month is to allow THE, LLC time and opportunity to conclude assessment and counseling services of Covered Persons begun prior to the termination date.
- Upon termination of this Agreement, THE, LLC and the Client shall promptly review all work in progress. THE, LLC 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 THE, LLC's reporting obligations shall continue in force until such short-term counseling is complete as provided under this Agreement.
- THE, LLC 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 THE, LLC under this Agreement, to any third party mutually agreed to by the Client and THE, LLC, as soon as is reasonably practical, subject to THE, LLC'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 THE, LLC each agree to defend the other and to pay any award of damages assessed against such other in any suit or proceeding up to the maximum dollar value indicated in part 9(A) of this Agreement, 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 THE, LLC, respectively. THE, LLC represents that it has, or will arrange for, professional liability and public liability insurance and will provide proof of same upon request of Client.

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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 THE, LLC and the Client
8. **EAP Service Level.** The level of EAP services this agreement shall apply to, and the Client agrees to, is as indicated below:
 _____The Premium EAP (EAP level described in this agreement)
 _____The Standard EAP
9. **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 THE, LLC's performance of this Agreement shall be as follows:
- A. The fee owed and payable to THE, LLC during the one-year contract period shall be approximately **\$18,288** The fee is based upon the current employee population of **635**, and may be adjusted monthly subject to the provisions contained in paragraph 8(B), below. 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 THE, LLC based upon reconciliation. The fee shall be payable to The Healthy Edge, LLC, (check applicable option):
- ___ in one annual payment invoiced by THE, LLC with a 4% annual discount which will appear on initial invoice.
- ___ in two biannual payments invoiced by THE, LLC with a 3% annual discount which will appear on initial invoice.
- ___ in quarterly installments determined and invoiced by THE, LLC, with a 2% discount which will appear on initial invoice.
- ___ in twelve monthly installments determined and invoiced by THE, LLC, based on the number of employees enrolled in the Plan for the month prior to the monthly billing period;
- B. Payments are based upon the rate of **\$2.40** per employee, per month at an annual rate of **\$28.80** 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 THE, LLC 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 THE, LLC 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, THE, LLC 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 THE, LLC and signed by the parties as an amendment to this contract. THE, LLC 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.
10. **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 THE, LLC: (A) reveal any information concerning the Agreement, (B) reveal any proprietary information about THE, LLC, 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.
11. **REMEDIES.** If the Client breaches or attempts to breach Items 4, 7, and/or 9 of this Agreement, THE, LLC 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 THE, LLC plus the payment of attorneys' fees to enforce such provisions of this Agreement. Nothing herein shall be construed as prohibiting THE, LLC from pursuing any and all other remedies available to THE, LLC for such breach or threatened breach, including the recovery of damages from the Client.

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12. **SUCCESSORS.** This Agreement shall be binding upon the employees, officers, owners, administrators, representatives, agents, successors, and assigns of the respective parties.
13. **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.
14. **GOVERNING LAW.** The laws of the State of Ohio shall govern the construction and interpretation of this Agreement.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **FORCE MAJEURE.** THE, LLC 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 THE, LLC'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.
21. **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.
22. **COPIES.** The parties shall sign this Agreement in duplicate.
23. **EFFECTIVE DATE.** The effective date of this Agreement shall be **7/01/01**.

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

RESOLUTION NO. 01-859

7:30 PM - IN THE MATTER OF WITHDRAWING THE ANNEXATION PETITION OF 2.53 ACRES FROM DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to withdraw the annexation of 2.53 acres from Delaware Township to the City of Delaware.

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

RESOLUTION NO. 01-860

7:45 PM – CONTINUING THE PUBLIC HEARING FOR ANNEXATION OF 5.006 ACRES FROM CONCORD TOWNSHIP TO VILLAGE OF SHAWNEE HILLS:

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It was moved by Mrs. Martin, seconded by Mr. Wuertz to reconvene the Hearing:

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

RESOLUTION NO. 01- 861

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR ANNEXATION OF 5.006 ACRES FROM CONCORD TOWNSHIP TO VILLAGE OF SHAWNEE HILLS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to close the Hearing at 7:56 PM.

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

RESOLUTION NO. 01- 862

ORDER OF COMMISSIONERS FOR ANNEXATION OF 5.006 ACRES OF LAND FROM CONCORD TOWNSHIP TO THE VILLAGE OF SHAWNEE HILLS:

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

The Commissioners of Delaware County, Ohio having on the 6th days of August 2001, heard the petition of the majority of landowners in the area described to obtain Annexation of territory described in the petition to the Village of Shawnee Hills, and having in open meeting heard all the persons desiring to be heard for or against the granting of said petition had having considered any affidavits presented with reference thereto and being fully advised in the premises do find that:

1. The petition contains all matters required by Sections 709.02 of the Ohio Revised Code;
2. Notice has been published as required by the Ohio Revised Code Section 709.03 and 709.031 and Ordinance has been adopted by and submitted by the Village of Shawnee Hills as required by Section 709.031(B) of the Revised Code;
3. The persons whose names are subscribed to the petition are the real owners of real estate in the territory described in the petition and as of the time the petition was filed with this Board of County Commissioners the number of valid signatures on the petition constitute a majority of the owners of real estate in the territory proposed to be annexed.
4. The territory included in the annexation petition is not unreasonably large;
5. The plat of the territory to be annexed is accurate, and
6. The general good of the territory sought to be annexed will be served if the annexation petition is granted, and

It is hereby ordered that the prayer of said petition be granted and that the territory described in said petition be annexed, signed by a majority in accordance with law, and that a certified transcript, signed by a majority of this Board, of all orders and proceedings of said Board relative to said petition and the hearing thereon, together with said petition and the maps attached hereto, and all papers on file relating to said matter, be delivered to the Clerk of the Village of Shawnee Hills, Ohio.

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

RESOLUTION NO. 01-863

8:00 PM – PUBLIC HEARING FOR ANNEXATION OF 1.186 ACRES FROM CONCORD TOWNSHIP TO VILLAGE OF SHAWNEE HILLS:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to open the Hearing:

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

RESOLUTION NO. 01- 864

IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR ANNEXATION OF 1.186 ACRES FROM CONCORD TOWNSHIP TO VILLAGE OF SHAWNEE HILLS:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to continuing the Public Hearing until Monday, October 1, 2001, at 9:00 PM.

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

RESOLUTION NO. 01-865

8:30 PM – PUBLIC HEARING FOR ANNEXATION OF 69.24 ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to open the Hearing:

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

RESOLUTION NO. 01- 866

IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR ANNEXATION OF 69.24 ACRES FROM DELAWARE TOWNSHIP TO CITY OF DELAWARE:

It was moved by Mr. Wuertz, seconded by Mrs. Martin to continue the Public Hearing until Monday, October 29, 2001, at 7:30 PM.

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

There being no further business, the meeting adjourned.

 Deborah Martin

 James D. Ward

 Donald Wuertz

Letha George, Clerk to the Commissioners

AUGUST 27, 2001- 10:00 AM - REVISED BID OPENING FOR BID PACKAGE TWENTY-FOUR (INTERIOR ARCHITECTURAL WOODWORK/MISCELLANEOUS SPECIALTIES); BID PACKAGE TWENTY-SIX (INTERIOR PAINTING); BID PACKAGE TWENTY-SEVEN (INTERIOR CARPET AND FLOORING); BID PACKAGE TWENTY-EIGHT (INTERIOR HVAC); BID PACKAGE TWENTY-NINE (INTERIOR ELECTRIC) AND BID PACKAGE THIRTY (VOICE AND DATA) FOR DELAWARE SERVICES BUILDING

Bid Package 24-	Williamson Builders- \$775,000/alternate (3,000) Gleeson Construction-\$728,860/alternate (8,700)	Estimate- \$899,266
Bid Package 26-	Ford Painting Co.-\$93,027 Hygrade Painting -\$93,348 Kastra Painting -\$124,300 The Painting Co.-\$84,932 Samos Enterprises-\$139,020 W.F.Bolin- \$90,000 Dave Jackson, Inc. -\$185,514	Estimate - \$178,379
Bid Package 27-	DuPont Flooring- \$292,000	Estimate- \$248,844
Bid Package 28-	Air Experts, Inc. - \$399,863	Estimate -\$404,559
Bid Package 29 –	Romanoff/Dynalectric- \$504,000 Sellers Electric - \$593,400 Superior Electric- \$499,000	Estimate -\$650,000
Bid Package 30-	Romanoff/Dynalectric- \$91,989 Accent Communication Services-\$46,476.50 Black Box Network Services -\$89,220 Sterling Electric- \$168,991 Superior Electric-\$104,000 Microman, Inc.-\$58,044 Dave Jackson, Inc. - \$96,365	Estimate - \$100,850