

COMMISSIONERS JOURNAL NO. 70 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD OCTOBER 1, 2018

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

Present:  
Barb Lewis, Vice President  
Jeff Benton, Commissioner

Absent:  
Gary Merrell, President

1:30 P.M. Viewing For Consideration Of The Villas At Walnut Grove Condominium Drainage Maintenance Improvement Petition

**1**  
RESOLUTION NO. 18-1048

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 27, 2018:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 27, 2018; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Merrell Absent Mrs. Lewis Aye Mr. Benton Aye

**2**  
PUBLIC COMMENT

**3**  
ELECTED OFFICIAL COMMENT

**4**  
RESOLUTION NO. 18-1049

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0928:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0928 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			

PR Number	Vendor Name	Line Description	Line Account	Amount

Vote on Motion Mrs. Lewis Aye Mr. Merrell Absent Mr. Benton Aye

**5**  
RESOLUTION NO. 18-1050

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

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

The Regional Sewer District is requesting that Mark Chandler, Marshall Yarnell, Chad Kidd, John Darrough, Walt Thompson, and John Garrett attend a Plant Operations and Lab Workshop in Lewis Center, OH on October 11 and October 12, 2018 at a total cost of \$1,440.00 from fund 66211901.

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The Regional Sewer District is requesting that Mason Janczak attend a Boundaries and Easements Seminar in Columbus, OH on October 16, 2018 at a total cost of \$304.00 from fund 66211902.

Vote on Motion                      Mr. Benton              Aye              Mr. Merrell              Absent              Mrs. Lewis              Aye

**6  
RESOLUTION NO. 18-1051**

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

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

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:

<b>Permit #</b>	<b>Applicant</b>	<b>Location</b>	<b>Type of Work</b>
U18-140	AEP	Peachblow Road	Replace existing poles
U18-141	Suburban Natural Gas	Berlin Manor Subdivision	Install gas main
U18-142	Columbia Gas	Heather Ridge Section 1 & 2	Install Gas main
U18-143	Columbia Gas	Scioto Ridge Crossing Section 4	Provide single customer service

Vote on Motion                      Mr. Merrell              Absent              Mr. Benton              Aye              Mrs. Lewis              Aye

**7  
RESOLUTION NO. 18-1052**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE KNOX COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS, REGARDING RECIPROCAL INMATE HOUSING:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

Whereas, the Sheriff and Sheriff’s Office Staff recommend approval of the following Contract between the Knox County Board of Commissioners and the Delaware County Board of Commissioners, regarding reciprocal inmate housing;

Now, Therefore, Be It Resolved, that the Delaware County Board of Commissioners approves the following Contract between the Knox County Board of Commissioners and the Delaware County Board of Commissioners, regarding reciprocal inmate housing:

**Contract between the Knox County Board of Commissioners and the Delaware County Board of Commissioners, regarding reciprocal inmate housing;**

**Section 1 - Parties to the Agreement**

This Agreement is made and entered into this 31st day of July, 2018 by and between the Delaware County Board of Commissioners and Knox County Board of Commissioners,(hereinafter collectively referred to as the "Parties"), pursuant to sections 9.482, 307.15, et seq., and 341.12, et seq. of the Revised Code.

**Section 2 - Purpose**

The Parties to this agreement wish to contract for the housing of inmates, from time to time, in the other Party's jail facilities. The Party that needs to house an inmate in the other Party's jail shall be referred to as the Sending County. The Party that receives the inmate shall be referred to as the Receiving County.

**Section 3 - Contract Administrator**

Receiving County hereby designates the Receiving County Administrator of Corrections and Court Services or Jail Administrator, subject to the direction of the Receiving County Sheriff, as Administrator and agent of Receiving County for purposes of this Agreement, including commencement and suspension thereof.

**Section 4 - Scope**

Sending County is duly authorized to exercise, perform, render, or contract for jail services and is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its adult inmates or

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due to certain circumstances is unable to house a particular inmate. Receiving County and Sending County desire that Receiving County provide jail services to Sending County and have Sending County's inmates incarcerated and cared for in the Receiving County Jail for such periods as may be directed by the Courts and/or Sending County.

Receiving County will receive and care for, at the Receiving County Jail, all inmates referred by Sending County for such length of time as said inmates respectively may be committed by the court of competent jurisdiction, subject to the provisions of this Agreement. Receiving County's acceptance of inmates is also subject to available space within the Receiving County Jail. The Parties agree that there is no minimum number of inmates required to be housed under this agreement.

The care, control, custody and supervision of inmates accepted by Receiving County shall be exercised in conformity with the minimum standards for full service jails in Ohio as adopted by the rules and regulations of the Ohio Department of Rehabilitation and Corrections and the rules and regulations and policies of operation of the Receiving County Jail as adopted by the Sheriff of Receiving County, Ohio.

Upon delivery to the Receiving County Jail by Sending County of its inmates, along with proper commitment papers, Receiving County shall accept and receive said inmates for incarceration therein, provided however, that this Agreement imposes no obligation upon Receiving County to accept any or all such inmates tendered by Sending County for incarceration in the Receiving County Jail when, at the discretion of the Sheriff of Receiving County, an inmate is refused in accordance with this Agreement. It shall be the obligation of Sending County to telephone or otherwise contact the Sheriff of Receiving County, Ohio, before delivery of Sending County's inmates to ascertain that the same will be accepted for incarceration within the Receiving County Jail. Sending County will also notify Receiving County of an estimated time of arrival.

Sending County agrees to abide by any and all rules, regulations, laws and standards of conduct that now are or any time in the future may be in force at the Receiving County Jail as prescribed by the Receiving County Sheriff, Receiving County Judges, the State of Ohio, or any other political subdivision having authority or empowered to make such rules, regulations, laws or standards, which shall all be open for inspection at the Receiving County Jail.

Sending County agrees to take reasonable steps to properly identify the inmate and the inmate's nationality. Sending County agrees to contact and coordinate with other entities that have issued warrants, summons, detainers, subpoenas, and similar legal process for the inmate. Sending County agrees to assume sole responsibility for adhering to all relevant law and procedure regarding a foreign national's rights, if any, under a treaty or federal law.

#### **Section 5 - Transportation Expenses**

Persons imprisoned by Sending County or arrested and brought to the Receiving County Jail for incarceration shall be escorted and transported by Sending County, at Sending County's sole expense, to the Receiving County Jail. In no event shall Receiving County transport Sending County's inmates outside Receiving County's jurisdiction. When the destination of Sending County's inmate transportation is outside Receiving County, Sending County shall arrange, at Sending County's sole expense, transportation of said inmate to and from the Receiving County Jail.

#### **Section 6 - Confinement Expenses**

Sending County shall be invoiced monthly by the Receiving County Sheriff, for each person confined in the Receiving County Jail pursuant to this Agreement, as follows: for inmates housed in Delaware County the sum of \$65.00 per inmate day during the inmate's confinement and for inmates housed in Knox County the sum of \$50.00 per inmate day during the inmate's confinement. "Inmate day" is any one calendar day, or any part thereof, separately computed for each of Sending County's inmates, during which said inmate is actually subject to the care, control, custody, and supervision of the Sheriff of Receiving County, Ohio, or any of his agents or employees.

The Parties agree that Receiving County shall be able to recover the costs, expenses, settlement monies, and monetary judgments paid by Receiving County to an inmate or inmate's estate arising out of the inmate's confinement as expenses under R.C. 341.19 or damages under R.C. 341.18.

Receiving County Sheriff shall prepare and submit to Sending County, monthly, a statement specifying all obligations for payment required of Sending County. Sending County shall pay unto Receiving County any amount due and unpaid as specified in such statements within thirty (30) days of the statement. Receiving County shall refund to Sending County any amount overpaid as specified in such statements within thirty (30) days of the statement.

Notwithstanding any term of this Agreement, Receiving County may require inmate reimbursements in accordance with section 341.14(B)-(C) of the Revised Code, without any right of setoff to Sending County.

#### **Section 7 - Care Expenses**

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Sending County shall pay all sums expended for or incurred in the name of Receiving County for any and all medical, dental, or hospital treatments (inpatient or outpatient) necessary for the care of Sending County's inmates while such inmates are in the custody and control of Receiving County, including, but not limited to, examinations, treatments, prescription medication, x-rays, laboratory work, physical therapy, testing, and referrals to outside physicians, Mental Health Professionals or specialists.

In the event hospitalization is deemed necessary, Receiving County shall notify Sending County when the fact is known or as soon thereafter as possible. If the inmate requires hospitalization under guard, they will be booked out of jail into the custody of Sending County, and Sending County shall provide their own security.

In case of the death of an inmate, Receiving County shall not be liable for any costs or expenses related to the inmate's death. Sending County shall pay for all expenses and costs relating, but not limited to, transportation of the corpse, autopsy, and burial expenses.

**Section 8 - Habeas Corpus Expenses**

Notwithstanding R.C. 341.17, the Parties agree that the Prosecuting Attorney of Sending County, or such other counsel Sending County may retain, shall provide legal counsel in habeas case filed in state court. Sending County shall give notice to Receiving County within 14 days of service of the complaint of its intention to defend a habeas action. Failure of Sending County to give such notice, to file an answer, or otherwise defend the matter shall entitle Receiving County to act instead of Sending County. All reasonable and necessary expenses incurred by Receiving County in any habeas corpus proceedings for any of Sending County's inmates shall be paid by Sending County unless otherwise paid by said inmate, or by someone on the inmate's behalf. The Parties agree that the Receiving County Prosecuting Attorney's hourly rate for performing this work on behalf of the other Party's County is \$100.00.

**Section 9 - Liability**

Receiving County shall be liable for escapes or other neglect of duty in relation to the inmate, as in other cases, and neither the Sending County's sheriff nor any of the Sending County's county commissioners is liable in damages in a civil action for any injury, death, or loss to person or property suffered or caused by the inmate while the inmate is in the custody of Receiving County. The Parties agree that under R.C. 341.18 Receiving County shall have a right of action against Sending County for damages to the Receiving County Jail or other Receiving County property done by any inmate confined pursuant to this Agreement. Sending County shall not be required to reimburse Receiving County for ordinary wear and tear of Receiving County property occurring during confinement of Sending County's inmates pursuant to this Agreement.

**Section 10 - Right to Refuse Inmates**

Receiving County reserves the right to reject any and all persons who, because of medical or mental health problems, shows it is unsafe to incarcerate such persons. The Receiving County Sheriff shall not commit inmates suffering from any communicable, contagious, infectious or venereal disease. Should any inmate committed by Sending County develop or contract any such disease while detained at Receiving County Jail, or having received any inmate so affected, without knowledge thereof upon discovery of such condition in any inmate thereafter, Receiving County may refuse to keep such inmates. Upon such refusal to keep said inmate, Receiving County shall immediately notify Sending County or Sending County's Sheriff's Office and advise of same. Upon notification provided herein, Sending County shall, at its own expense, promptly remove or cause to be removed such inmate from the Receiving County Jail.

Receiving County shall not receive or allow to remain any pregnant female inmates in the Receiving County Jail. Receiving County further reserves the right to reject or return any and all inmates committed to the Receiving Jail, when, in the sole discretion of Receiving County, the Receiving County Sheriff, or his employees, agents, or assigns determine that the conditions of said Receiving County Jail and its inmates are subject to hazards and, therefore, injurious to the well-being of any and/or all inmates confined. The Parties agree that juvenile inmates are outside the scope of this agreement.

**Section 11 - Term of Agreement**

This Agreement shall commence on the date recited first herein and continue in force until July 1, 2019, whereupon this Agreement shall terminate unless the Parties mutually agree upon an extension of this Agreement or a new agreement. Either Party may suspend or terminate this Agreement at any time for convenience by providing ninety (90) days written notice to the other Party. In the case of termination, Receiving County shall submit a final invoice statement within sixty (60) days of the effective date of termination. Termination of this Agreement shall not affect the Agreement of the Parties as to inmates incarcerated at the time notice of termination is given to the other Party.

**Section 12 - Miscellaneous Terms & Conditions**

12.1 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between Receiving County and Sending County, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be

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amended in writing with the mutual consent and agreement of the parties.

12.2 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Receiving County, Ohio.

12.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

12.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

12.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

Vote on Motion                      Mrs. Lewis              Aye              Mr. Benton              Aye              Mr. Merrell              Absent

**8**

**RESOLUTION NO. 18-1053**

**IN THE MATTER OF APPROVING A MENTAL HEALTH EMERGENCY SECURITY AND TRANSPORT SERVICE AGREEMENT EXTENSION BETWEEN THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY; THE SHERIFF OF DELAWARE COUNTY; GRADY MEMORIAL HOSPITAL AND THE DELAWARE – MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

This Agreement is entered into by and between the Board of Commissioners of Delaware County, Ohio (hereinafter referred to as "County"), Sheriff of Delaware County, Ohio (hereinafter referred to as "Sheriff"), Grady Memorial Hospital, Delaware, Ohio (hereinafter referred to as "Hospital") and the Delaware-Morrow Mental Health & Recovery Services Board, (hereinafter referred to as "Board").

**MENTAL HEALTH EMERGENCY SECURITY AND TRANSPORT  
SERVICE AGREEMENT EXTENSION  
(7/1/18 through 6/30/19)**

WHEREAS, the parties hereto have previously entered into a mental health emergency security and transport service agreement extending through June 30, 2018 (hereinafter the "Agreement") and the parties desire to further extend the Agreement for an additional year; and

FURTHER WHEREAS, the collective bargaining agreement involving the Sheriff's Deputies established the rates for services of the type contracted from July 1, 2018 to December 31, 2018 at \$35.02 per hour and from January 1, 2019 to June 30, 2019 at \$36.07 per hour.

NOW THEREFORE, the parties mutually agree that the Mental Health Emergency Security and Transport Service Agreement is hereby extended for an additional one (1) year term commencing July 1, 2018 and ending June 30, 2019 upon the same terms, conditions and considerations as in effect on June 30, 2018 and during the renewal term:

The Sheriff Deputies performing services under this Agreement shall be paid by the Hospital at the rate of \$35.02 per hour effective July 1, 2018 to December 31, 2018, and from January 1, 2019 to June 30 2019 at \$36.07 per hour, subject to a three (3) hour minimum.

1. With the \$1.00 per hour fee paid to the Special Duty Coordinator the effective combined rate billed to the Hospital shall be \$1.00 per hour above the rates as determined above.
2. The Board agrees to fund the compensation paid by the Hospital for the services provided under this Agreement subject to the existing contract maximum; twenty- thousand dollars (\$20,000).

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3. Central Ohio Mental Health Center was originally included as an "Accommodating Party" to this Agreement. Central Ohio Mental Health Center ceased is no longer considered an "Accommodating Party" to this Agreement.
4. All of the certifications and covenants set forth in the Agreement shall be recertified and reaffirmed as applicable and all other terms and conditions of the Agreement shall remain in full force and effect during the term of this Service Agreement Extension.

IN EXECUTION THEREOF, the undersigned parties have set their hands on this extension through their duly authorized representatives on the dates indicated, with an effective date of July 1, 2018.

Vote on Motion                      Mr. Benton              Aye              Mr. Merrell              Absent              Mrs. Lewis              Aye

**9  
RESOLUTION NO. 18-1054**

**RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILES FOR THE USE OF THE COUNTY SHERIFF OR HIS EMPLOYEES:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, pursuant to section 307.41 of the Revised Code, the Board of Commissioners of Delaware County, Ohio (the "Board") may find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees; and

WHEREAS, the Board has before it a request from the Sheriff's Office to expend county monies for the purchase of new cruisers; and

WHEREAS, the cruisers are available for purchase through the State of Ohio's cooperative purchasing program (the "Program"); and

WHEREAS, pursuant to section 125.04(C) of the Revised Code, the Board may purchase supplies from another party instead of through participation in Program contracts if the Board can purchase those supplies or services from the other party upon equivalent terms, conditions, and specification but at a lower price than it can through the Program contract; and

WHEREAS, two of the necessary vehicles are available from another party, Statewide Ford Lincoln Mercury, upon equivalent terms, conditions, and specifications but at a lower price than through the Program contract;

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

Section 1. The Board hereby declares that it is necessary to expend county monies for the purchase of new automobiles to be used by the County Sheriff or his employees for the following reasons: (1) existing cruisers have reached the end of their useful service lives; (2) new cruisers are necessary to provide safe and reliable transportation for the County Sheriff and his employees; and (3) new cruisers will ensure optimal service, safety, and security for the citizens of Delaware County.

Section 2. The Board hereby authorizes the purchase of one (1) 2018 Ford Transit-350 Cargo van at a cost of \$29,092.00 and one (1) 2019 Ford Police SUV at a cost of \$39,107.00 from Statewide Ford Lincoln Mercury, upon the equivalent terms, conditions, and specifications of State of Ohio STS Contract #RS901018 and #RS900718.

Section 3. The Board hereby authorizes the Sheriff's Office to initiate the necessary purchase order(s) to one or more approved vendors and hereby approves the purchase order(s) from fund number 10031301-5450.

Section 4. The Board hereby Approves Supplemental Appropriation and Transfer Of Funds For The Sheriff's Office as follows:

<b>Supplemental Appropriation</b>		
24820101-5801	Title Administration/Miscellaneous Cash Transfer	115,000.00
10031301-5450	Sheriff Deputies/Capital Equipment	115,000.00
<b>Transfer of Funds</b>		
<b>From</b>	<b>To</b>	
24820101-5801	10011102-4601	115,000.00
Title Administration/Miscellaneous Cash Transfer	Commissioners General/Interfund Revenue	

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Section 5 . The Clerk of the Board is hereby directed to certify a copy of this Resolution to the County Sheriff and the County Auditor.

Vote on Motion                Mrs. Lewis                Aye                Mr. Merrell                Absent                Mr. Benton                Aye

**10**

**RESOLUTION NO. 18-1055**

**IN THE MATTER OF APPROVING THE PROGRAM YEAR 2018 SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT B-F-18-1AT-1 WITH THE OHIO DEVELOPMENT SERVICES AGENCY:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to accept Grant Agreement B-F-18-1AT-1:

WHEREAS, Delaware County Board of Commissioners Resolution No. 18-635 authorized the Economic Development Coordinator to submit a Program Year 2018 Small Cities Community Development Block Grant application to the Ohio Development Services Agency for funding consideration; and

WHEREAS, the Ohio Development Services Agency approved the application and provided a Grant Agreement, which must be accepted before project funding can begin; and

WHEREAS, the Economic Development Coordinator has reviewed the Grant Agreement and recommends approval;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners, County of Delaware, State of Ohio, hereby approves Grant Agreement B-F-18-1AT-1 for the PY2018 Small Cities Community Development Block Grant and authorizes the President of the Board to execute the Grant Agreement and any administrative documents in support thereof.

Vote on Motion                Mr. Benton                Aye                Mr. Merrell                Absent                Mrs. Lewis                Aye

**11**

**RESOLUTION NO. 18-1056**

**IN THE MATTER OF ESTABLISHING DELAWARE COUNTY EMPLOYEE VISION INSURANCE RATES AND BENEFITS FOR 2019:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the "Board") has, pursuant to sections 9.833 and 305.171 of the Revised Code, provided certain group insurance coverage for county officers and employees; and

WHEREAS, the Board wishes to establish group vision insurance coverage benefits for eligible Delaware County employees for 2019; and

WHEREAS, competitive bidding under section 307.86 of the Revised Code would increase, rather than decrease, the cost of procuring the group vision insurance coverage; and

WHEREAS, the Deputy County Administrator / Director of Administrative Services, and the Insurance & Risk Coordinator jointly recommend that the Board provide vision insurance benefits and rates for 2019 as described herein;

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

Section 1. The Board hereby approves group supplemental vision coverage, which shall be optional for each eligible Delaware County employee, via VSP Choice / Option 2 at the following rates:

**VSP Choice Plan C / Option 2:**  
**Frequency: 12/12/12**  
**Co-Pays: \$20 Exam / \$20 Materials**  
**RFA and ECL Allowance: \$130 and \$130**

**Employee: \$7.18 per month**  
**Employee + Spouse: \$14.34 per month**  
**Employee + Child(ren): \$15.20 per month**  
**Family: \$24.28 per month**

Section 2. The Delaware County employee vision insurance benefits established and approved herein shall



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take effect January 1, 2019, whereupon all prior vision insurance benefits and rates inconsistent with those established and approved herein shall terminate.

Section 3. The Board of Commissioners hereby authorizes the Deputy County Administrator / Director of Administrative Services to execute the documents necessary to fulfill the 2019 renewal requirements with VSP.

(Documents available in the Administrative Services Department until no longer of administrative value).

Vote on Motion                Mrs. Lewis                Aye                Mr. Merrell                Absent                Mr. Benton                Aye

**12**

**RESOLUTION NO. 18-1057**

**IN THE MATTER OF ESTABLISHING DELAWARE COUNTY EMPLOYEE DENTAL INSURANCE RATES AND BENEFITS FOR 2019:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has, pursuant to sections 9.833 and 305.171 of the Revised Code, provided certain group insurance coverage for county officers and employees; and

WHEREAS, the Board wishes to establish group dental insurance coverage benefits for eligible Delaware County employees for 2019; and

WHEREAS, competitive bidding under section 307.86 of the Revised Code would increase, rather than decrease, the cost of procuring the group dental insurance coverage; and

WHEREAS, the Deputy County Administrator / Director of Administrative Services, and the Insurance & Risk Coordinator jointly recommend that the Board provide dental insurance benefits and rates for 2019 as described herein;

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

Section 1. The Board hereby approves group supplemental dental coverage, which shall be optional for each eligible Delaware County employee, via Delta Dental Core and Delta Dental Buy Up at the following monthly rates:

<b>Delta Dental Core Plan:</b>	<b>Delta Dental Buy Up Plan:</b>
Employee: \$ 25.68 per month	Employee: \$35.91 per month
Employee + Spouse: \$52.44 per month	Employee + Spouse: \$72.16 per month
Employee + Child(ren) \$56.99 per month	Employee + Child(ren) \$81.04 per month
Family: \$91.15 per month	Family: \$126.82 per month

Section 2. Delaware County will contribute \$20.00 per employee per month for those employees who choose to participate in the County’s dental plan.

Section 3. The Delaware County employee dental insurance benefits established and approved herein shall take effect January 1, 2019, whereupon all prior dental insurance benefits and rates inconsistent with those established and approved herein shall terminate.

Section 4. The Board of Commissioners hereby authorizes the Deputy County Administrator / Director of Administrative Services to execute the documents necessary to fulfill the 2019 renewal requirements with Delta Dental.

(Documents available in the Administrative Services Department until no longer of administrative value.)

Vote on Motion                Mr. Benton                Aye                Mr. Merrell                Absent                Mrs. Lewis                Aye

**13**

**RESOLUTION NO. 18-1058**

**IN THE MATTER OF APPROVING THE 2019 HEALTH INSURANCE RENEWAL FROM THE COUNTY EMPLOYEE BENEFITS CONSORTIUM OF OHIO:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the “Board”) has, pursuant to sections 9.833 and 305.171 of the Revised Code, provided certain group insurance coverage for county officers and employees;



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and

WHEREAS, the Board wishes to continue the group health insurance coverage for Delaware County employees for 2019; and

WHEREAS, in order to provide the most comprehensive and cost effective health insurance and prescription drug coverage within the available budget to the employees of Delaware County, the Board authorized continued participation in the County Employee Benefits Consortium of Ohio (CEBCO) for 2019; and

WHEREAS, the Deputy County Administrator / Director of Administrative Services and the Insurance & Risk Coordinator, recommend accepting the Plan 250B and Rx Plan 3D renewal rates for 2019 from CEBCO;

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

Section 1. The Board hereby approves the following renewal rates for 2019 (Plan 250B and Rx Plan 3D) from CEBCO:

**DELAWARE COUNTY RENEWAL FOR 2019**

Delaware County will provide the Medical PPO Plan 250 B and Rx 3D plan design for 2019 for eligible employees. The 2019 renewal rates are:

<b>2019 Renewal Rate</b>	<b>PPO Plan 250B</b>	<b>RX Plan 3D</b>	<b>Total</b>
Employee	\$583.89	\$151.58	\$735.47
Employee + Spouse	\$1,286.31	\$333.93	\$1,620.24
Employee + Child(ren)	\$1,049.25	\$272.39	\$1,321.64
Employee + Family	\$1751.67	\$454.74	\$2,206.41

Rates for the Employer / Employee Contribution for Medical PPO Plan 250B and RX Plan 3D:

<b>2019 Employer / Employee Costs</b>	<b>Monthly County Cost</b>	<b>Monthly Employee Cost</b>	<b>Total</b>
Employee	\$654.57	\$80.90	\$735.47
Employee + Spouse	\$1,442.01	\$178.23	\$1,620.24
Employee + Child(ren)	\$1,176.26	\$145.38	\$1,321.64
Employee + Family	\$1,963.70	\$242.71	\$2,206.41

Section 2. The Board of Commissioners hereby authorizes the Deputy County Administrator / Director of Administrative Services to execute the documents necessary to fulfill the 2019 renewal requirements with CEBCO.

**(Documents available in the Administrative Services Department until no longer of administrative value.)**

Vote on Motion                      Mr. Merrell              Absent      Mr. Benton              Aye              Mrs. Lewis              Aye

**14**

**RESOLUTION NO. 18-1059**

**IN THE MATTER OF APPROVING THE PARTICIPATION AGREEMENT BETWEEN THE COUNTY EMPLOYEE BENEFIT CONSORTIUM OF OHIO, INC. (“CEBCO”) AND THE COUNTY OF DELAWARE OHIO:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, the Deputy County Administrator / Director of Administrative Services and the Insurance, Risk and Wellness Coordinator recommend the Participation Agreement between the County Employee Benefit Consortium of Ohio, Inc. (“CEBCO”) and the County of Delaware Ohio;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Participation Agreement between the County Employee Benefit Consortium of Ohio, Inc. (“CEBCO”) and the County of Delaware Ohio:

**COUNTY EMPLOYEE BENEFIT CONSORTIUM OF OHIO, INC.  
PARTICIPATION AGREEMENT**

This Participation Agreement (the “Agreement”) is made between the County Employee Benefit Consortium of Ohio, Inc. (“CEBCO”), an Ohio corporation not for profit, and **Delaware County**, Ohio (the

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“Member”), a political subdivision of the State of Ohio. This Agreement shall commence at **12:01 a.m. on the 1<sup>st</sup> day of January, 2019**, and shall terminate at **11:59 p.m. on the 31st day of December, 2021**.

**I. RECITALS**

1.1 The purpose of CEBCO is to assist its Members in controlling employee benefit plan costs. CEBCO is not intended to operate as an insurance company, but rather is a corporation not for profit through which political subdivisions of the State of Ohio may collectively pool their resources to purchase employee benefit programs.

1.2 The Member is a political subdivision of the State of Ohio as “political subdivision” is defined in Section 9.833 of the Ohio Revised Code and the Member performs certain governmental functions and services as those terms are defined therein.

1.3 The Member desires to contract with CEBCO in order to obtain employee benefit plan coverage and administrative services relating to certain employee benefit plans for its officials, employees, and their eligible dependents.

1.4 The Member acknowledges that this Agreement is a contract with CEBCO and each political subdivision that is a member of CEBCO and that CEBCO may contract with other political subdivisions wishing to participate, at the discretion of CEBCO.

1.5 The Member’s governing body has agreed to the terms and conditions of this Agreement and has acted in due course to authorize the execution of this Agreement and participation in CEBCO.

1.6 This Agreement is made pursuant to the authority granted by Section 9.833 of the Ohio Revised Code.

**II. DEFINITIONS**

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

“Administration Costs” shall mean all costs of administering CEBCO’s program.

“Benefit Proposal” shall mean the final benefit and rate proposal submitted to the Member each year by CEBCO, to provide medical, dental, prescription drug and/or life insurance coverage.

“Board” shall mean the Board of Directors of CEBCO. Further information on the Board is contained in the CEBCO Code of Regulations.

“Funding Rates” shall mean the Member’s share of the cost of funding, operating and maintaining the CEBCO benefit programs, as further set forth in Article VI of this Agreement. The Funding Rates will be actuarially determined each year and are intended to cover the annual costs of the benefit programs.

“Incurred but not Reported Claims” shall mean claims that have been incurred but not reported to the CEBCO claims administrator or insurer.

“Program Costs” shall mean those costs described in Article VI of this Agreement.

**III. CEBCO’S OBLIGATIONS**

3.1 Acceptance of Member. Subject to the provisions of this Agreement regarding the Member’s withdrawal or expulsion, CEBCO agrees to accept the Member as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

3.2 Provision of Coverage. CEBCO agrees to provide the coverages shown in the Benefit Proposal, and to set rates annually therefor. Coverage may be provided in whole or in part by administrative agreements, insurance policies or by other appropriate means of providing such coverage.

3.3 Report of Actuary. Within ninety (90) days after the last day of each fiscal year, CEBCO shall obtain and make available to Members a written report by a member of the American Academy of Actuaries concerning the benefit program operated by it. Such report shall certify whether, in the exercise of sound and prudent actuarial judgment, the amounts reserved by CEBCO to cover the potential cost of health care benefits for the officials, employees and eligible dependents of its Members are sufficient for such purpose, are computed in accordance with accepted loss reserving standards, and are fairly stated in accordance with sound loss reserving principles. The report shall also include the aggregate amounts so reserved and aggregate disbursements made from such funds.

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3.4 Financial Audit. Within one-hundred fifty (150) days after the last day of each fiscal year, CEBCO shall obtain and make available to Members a written financial audit of CEBCO for the preceding year by an independent certified public accounting firm.

3.5 Reports to Members. CEBCO will provide to each Member an annual summary of the Member's claims experience and renewal rate calculation. Members will have access to additional reports on a quarterly basis.

3.6 Appeals Process. CEBCO will provide a claims appeals process for the review of denied claims. The CEBCO appeals process will only be available once the vendor/administrator appeals process has been exhausted.

**IV. MEMBER'S OBLIGATIONS**

4.1 Acceptance of Membership. Subject to the provisions of this Agreement regarding withdrawal or expulsion, the Member agrees to become a member of CEBCO and to remain such for the term of this Agreement, and to perform the duties and obligations set forth below.

4.2 Payments. The Member shall promptly pay all Funding Rates associated with the coverages it elects, as such Funding Rates are set and billed to the Member by CEBCO and as outlined in Section VI of this Agreement. Failure of the Member to pay its Program Costs within ten (10) days of the due date shall be considered a delinquency. In the event of a delinquency, interest at the rate of five percent (5%) per annum may be added to the amount due and owing.

4.3 Collective Bargaining Agreements. This Agreement is not intended to be incorporated into any collective bargaining agreements of the Member. It is the Member's responsibility to assure that compatible provisions are included in any collective bargaining agreements.

4.4 CEBCO Procedures. Every Member shall furnish all the information which may legally be released and which CEBCO deems necessary and useful for the purposes of this Agreement and shall abide by the procedures adopted for the administration of the coverages shown in the Benefit Proposal and accepted by the Member.

4.5 Insurance and Reinsurance. CEBCO may purchase insurance, stop loss or excess loss coverage, and/or reinsurance, and each Member is subject to the terms and conditions of any such insurance, stop loss or excess loss coverage, or reinsurance.

4.6 Voting Representative. The Member agrees to designate a voting representative and alternate in accordance with CEBCO's Code of Regulations.

4.7 Cooperation. The Member will cooperate fully with CEBCO in activities relating to the purposes and powers of CEBCO, including allowing the attorneys and others designated by CEBCO to represent any Member in the investigation, settlement, and litigation of any claim made against the Member or CEBCO within the scope of the benefit programs provided by CEBCO.

4.8 Report to CEBCO. The Member agrees to report to CEBCO as soon as reasonably possible, all incidents or occurrences that would reasonably be expected to result in CEBCO being required to consider a claim against the Member, its agents, officers, or employees, within the scope of a Benefit Plan being furnished by CEBCO.

4.9 Withdrawal. The Member's rights as to withdrawal shall be governed by Article VIII of this Agreement.

4.10 Membership in CCAO. The Member agrees that it will remain a member of the County Commissioners Association of Ohio during the term of this Agreement.

4.11 Administrative and Service Agreements. CEBCO will enter into various administrative and service agreements for the purpose of operating the benefit programs. The Member agrees to be bound by the terms and conditions of such agreements.

**V. PROGRAM DESCRIPTION**

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CEBCO intends to provide medical, dental, prescription drug and life insurance coverages for the officials, employees and dependents of its Members. The medical, dental and prescription drug programs are self-funded programs that are supported by the contributions of the Members. The amounts necessary to fund the benefit programs will be established annually by the Board, with the advice of its insurance and actuarial advisors.

Notwithstanding the above, the Board may modify the program structure from time to time if it determines, in its discretion, that a modification is in the best interests of the program and the Members.

**VI. MEMBER CONTRIBUTIONS**

6.1 Funding Rates. CEBCO will bill for, and the Member will pay, Funding Rates as set forth in this Section. The Member's share of the cost of funding, operating and maintaining the benefit consortium ("Funding Rates") shall consist of all the following:

- a. its claims fund contribution;
- b. its incurred but not reported claims contribution;
- c. its claims contingency reserve fund contribution; and
- d. its fixed costs.

The Member understands that the cost components set forth in items a. through d. above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance).

The Member further understands that its share of the cost has been computed by CEBCO's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a discriminatory manner.

6.2 Surplus. The Board, in its sole discretion, may apply surplus funds toward the contributions of Members for any subsequent year, return some portion of such surplus, or retain all such funds to create a reserve against future loss and/or to fund any other necessary and proper cost, liability and/or expense of CEBCO. Distribution of any surplus funds may be based on each Member's and the CEBCO's loss experience and such other factors as the Board deems appropriate under the circumstances.

6.3 Deficits. As specified in Section 8.2 of this Agreement, upon Withdrawal Prior to Expiration of Agreement, the Member will be responsible for the payment of any and all deficits that are attributable to the Member during its participation in CEBCO.

6.4 Assessments. The Funding Rates quoted in the Benefit Proposal are projected to cover the annual Member contributions for the quoted benefit period. However, the Board reserves the right to charge an assessment if needed to maintain the financial solvency of CEBCO.

**VII. TERM OF AGREEMENT**

7.1 Initial Term. The initial term of this Agreement is the period specified in the introductory paragraph of this Agreement. The Member agrees to remain a Member for the entire Initial Term. The Member may then commit to continue participation in three-year cycles. The Member shall remain fully liable and responsible for meeting any and all of its duties, liabilities and responsibilities hereunder, including, but not limited to, the monthly payment of its Funding Rates and the payment of any assessments during any three year term.

7.2 Notice of Subsequent Terms. No later than thirty (30) days following its receipt of notice from CEBCO that the term of this Agreement is expiring and that the program will be renewed, the Member shall notify the Board in writing whether or not it intends to continue its participation beyond the expiring term.

**VIII. WITHDRAWAL AND RE-ENTRY**

8.1 Withdrawal Upon Expiration of Agreement. Upon the expiration of this Agreement, the Member may withdraw from any or all of the benefit plans of which it was a participant without penalty. The Member will be responsible for paying the Funding Rates (as defined in Section 6.1 hereof) and assessments, if any, that were applicable during the term of this Agreement. From and after the effective time of withdrawal, neither CEBCO nor its agents shall have any liabilities to the Member to provide employee benefits. No withdrawing Member shall have any rights whatsoever to participate in the distribution of the surplus funds of CEBCO, and shall remain responsible for any assessments made by the Board for any one or more years of the Member's participation in CEBCO.

8.2 Withdrawal Prior To Expiration of Agreement. If the Member withdraws from CEBCO prior to expiration of this Agreement, the Member will be responsible for paying any outstanding Funding Rates (as defined in Section 6.1 hereof) and all assessments made by the Board for any one or more years of the Member's participation in CEBCO. The Member shall also be responsible for paying for the claims and administrative fees associated with the processing of the Incurred But Not Reported Claims after the Member has left CEBCO. The Member will be responsible for the payment of any and all deficits that are attributable to the Member during its

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participation in CEBCO. The Member will not be entitled to share in any surplus that may have accrued during its participation in CEBCO. The Member will be responsible for an early withdrawal fee of \$2.00 per employee, multiplied by the number of months remaining on this Agreement. CEBCO will process claims for the Member for 180 days following the date of early withdrawal. Payment of Incurred but not Reported Claims, deficits and early withdrawal fee is due 180 days following the Member's date of early withdrawal.

8.3 Re-Entry. A Member which withdraws from CEBCO, whether prior to the expiration date of this Agreement, may be readmitted to membership in CEBCO on or after the third anniversary of its date of withdrawal and with the express approval of the Board. A Member that leaves upon expiration of the agreement may be readmitted to membership in CEBCO without incurring a waiting period.

**IX. EXPULSION**

9.1 Expulsion. The Member may be expelled from membership in CEBCO, if the Member materially breaches or violates any of the terms of this Agreement or misrepresents itself. Without limiting the generality of the foregoing, the failure of the Member to promptly make payments to CEBCO in complete conformity with the provisions of this Agreement shall be deemed to be a material breach and violation of this Agreement, which warrants expulsion.

9.2 Expulsion Proceedings. Upon a majority vote of the Board, the Board may initiate expulsion proceedings by giving written notice to the Member, which notice outlines the nature of the breach, violation, misrepresentation or failure, along with a reasonable opportunity of not less than thirty (30) days to cure the alleged breach, violation, misrepresentation or failure. If the alleged breach, violation, misrepresentation or failure is not cured, the Member may request a hearing before the Board within fifteen days after the expiration of the time to cure, at which time the Member may present its case. A decision by the Board to expel the Member following such hearing shall be final and shall take effect sixty (60) days after the date of such decision. Upon expulsion, the expelled Member shall be bound by the provisions of Section 8.2 of this Agreement.

**IX. DISSOLUTION**

CEBCO may be dissolved by the written agreement of no less than two thirds (2/3) of all Members. After a vote to dissolve CEBCO, the Board shall complete CEBCO's business as quickly as practicable, but in any event shall complete this process no later than twelve (12) months after the termination date. During such period, CEBCO shall continue to pay all claims and expenses until its funds are exhausted. After payment of all claims and expenses, or upon termination of the aforesaid twelve (12)-month period, any remaining surplus funds held by CEBCO shall be paid to the Members of CEBCO who remain Members as of the termination date. The Board shall determine the manner in which such surplus funds shall be distributed, and shall consider

- a) the percentage relationship which each Member's contributions to CEBCO for the prior three calendar years bears to all Members' contributions to CEBCO for that same time period; and
- b) the loss experience of each Member for the prior three calendar years.

After payment of all claims and expenses, or upon expiration of the aforesaid twelve (12)-month period, any remaining deficits shall be the responsibility of the Members of CEBCO who remained Members as of the date of adoption of the resolution to dissolve. The Board shall determine the manner in which the deficit is allocated to Members, and shall consider among other things each Member's share based on the number of each Member's employees covered for the duration of the program as a proportion of all employees covered for the duration of the program.

Each Member acknowledges that its coverage under this program is self-insured, and therefore it remains responsible for the payment of benefits under the program in the event CEBCO fails to make such payments.

CEBCO may require that the Member provide written documentation satisfactory to the Board, in its sole judgment, that such Member has the requisite capacity and authority, and has obtained all required approvals, to vote on any matter contemplated by this Article X.

CEBCO shall not be responsible for any claims filed after the aforesaid twelve (12)-month period. The Member shall remain obligated to make payments to CEBCO pursuant to Section 6.1 hereof during the aforesaid twelve (12)-month period, for claims and other expenses related to periods prior to the termination date.

**X. MISCELLANEOUS**

11.1 Amendment. This Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.

11.2 Applicable Law. This Agreement is entered into, is executed and is totally performable in the State of Ohio and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Ohio.

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11.3 Acts of Forbearance. No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement, nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

11.4 Notices. Any notice required to be given or payment required to be made to CEBCO shall be deemed properly sent if addressed to:

CCAO  
County Employee Benefit Consortium, Inc.  
Attention: Managing Director, CEBCO Health and Wellness Programs  
209 East State Street  
Columbus, Ohio 43215

and deposited in the United States mail with proper postage.

Any notice required to be given or payment required to be made to the Member shall be deemed properly sent if addressed to:

**Delaware County, Ohio**  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and deposited in the United States mail with proper postage. If the Member does not designate the person or office which is to receive notices, notices will be sent to the president of the Board of County Commissioners.

Either party may change its address by giving notice to the other party. However, with respect to any notices regarding claims under a Member’s coverages, any particular provisions in the applicable Benefit Plan obtained by the Member prevail and govern the matter of such notices.

11.5 Effect of Partial Invalidity; Venue. If any part of this Agreement is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that venue for any dispute arising under the terms of this Agreement shall be in Columbus, Franklin County, Ohio.

11.6 Exclusive Right to Enforce. CEBCO and the Member have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

11.7 Dispute Resolution. All disputes, differences or questions arising out of or relating to the Agreement (including without limitation those as to validity, interpretation, breach, violation or termination) shall at the written request of either party be determined and settled, if possible, pursuant to the following procedure before proceeding with any action in court. If a claim, dispute, or other matter in question arises out of this Agreement which the parties are unable to resolve through mutual, good faith negotiations, it shall be submitted to mediation by written notice of the party seeking mediation to the other party. The same shall be mediated by a person or persons acceptable to CEBCO and the Member. The mediation shall be held within thirty (30) days of the written notice and the mediation process shall continue until the mediator declares an impasse. Mediating fees shall be shared equally by CEBCO and the Member and any additional participating disputants having a financial interest in the outcome of the dispute. Except for negotiation, attempts to resolve the dispute by mediation must take place prior to any other resolution process. If the claim, dispute, or other matter between the parties to the Agreement cannot be resolved by mediation, the parties may, but shall not be obligated to, agree, in writing, to binding arbitration in accordance with the arbitration rules of the American Arbitration Association then in effect. The legal fees for such arbitration shall be segregated by the arbitrator for each party relating to its respective disputes and claims. If the parties do not agree to arbitration, each party shall be free to pursue such legal remedies as the party believes it is entitled to under the terms of this Agreement.

Vote on Motion                Mrs. Lewis            Aye            Mr. Benton            Aye            Mr. Merrell            Absent

**15**  
**RESOLUTION NO. 18-1060**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR CLARKSHAW RESERVE TRUNK SEWER:**

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following sanitary sewer improvement plans for submittal to the Ohio EPA for their approval.

WHEREAS, the Sanitary Engineer recommends approval of the sanitary sewer improvement plans for Clarkshaw Reserve Trunk Sewer;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the sanitary sewer improvement plans for Clarkshaw Reserve Trunk Sewer for submittal to the Ohio EPA for their approval.

Vote on Motion                Mr. Merrell            Absent            Mrs. Lewis            Aye            Mr. Benton            Aye

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ADMINISTRATOR REPORTS

Mike Frommer, County Administrator  
-No reports

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COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton  
-Attended the State of the Schools presentation at the Third Thursday event. This month it was the fourth Thursday due to the Fair.  
-Will be visited today from Delaware City's Sister City, Baumholder, Germany.  
-The OWU Entrepreneurial Center will have its ribbon cutting ceremony on Thursday.  
-The Grand Re-Opening of the Houk Road Kroger will be Wednesday.  
-Attended the Evan's Farm Open House on Sunday. Josh Perry (former OSU football player) was in attendance.  
-The Buckeyes won on Saturday.  
-The Indians are in the playoffs.

Commissioner Lewis  
-Attended the Stepping Up meeting last week.  
-Attended the Corrections Board meeting last week.

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RESOLUTION NO. 18-1061

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF COLLECTIVE BARGAINING:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

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

Section 1. The Board hereby adjourns into executive session for consideration of collective bargaining.

Vote on Motion            Mr. Benton        Aye    Mr. Merrell        Absent   Mrs. Lewis        Aye

RESOLUTION NO. 18-1062

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adjourn out of Executive Session.

Vote on Motion            Mr. Merrell        Absent   Mrs. Lewis        Aye    Mr. Benton        Aye

RECESS 10:25A.M./RECONVENE 1:32P.M.

1:30 P.M. VIEWING FOR CONSIDERATION OF THE VILLAS AT WALNUT GROVE CONDOMINIUM DRAINAGE MAINTENANCE IMPROVEMENT PETITION

IN THE FIELD:

1:30 PM VIEWING FOR CONSIDERATION OF THE VILLAS AT WALNUT GROVE CONDOMINIUM DRAINAGE MAINTENANCE PETITION WATERSHED AREA DRAINAGE PETITION

On Monday October 1, 2018 at 1:30P.M. starting in the vicinity of the intersection of Wesley Way and Slater Ridge The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and the Delaware County Soil and Water Conservation District.

Commissioners Present: Jeff Benton and Barb Lewis

On June 28, 2018, a drainage petition for the Villas at Walnut Grove Condominium Drainage Maintenance Watershed was filed with the Board of County Commissioners to: repair, replace, or alter the existing improvement as required and to maintain these improvements. In Delaware County, Orange Township, in Villas at Walnut Grove Condominiums.

NOTE: the first hearing on the petition is scheduled for **Thursday December 13, 2018 at 10:00A.M.**

The Commissioners:



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- this is a private condo area,
- petition is asking that the 2 stream "runs" be put on the maintenance program that the condos are already on
- condo parts were put on original maintenance in 2005-06 (at the time, the only requirement was for off-site)
- would be combined if approved
- Viewed Outlets on a Map of area
- drainage is in the road area
- currently no major issues are known to exist;
- from a drainage perspective the pond functions as it should
- Big Walnut Catch Basin is near
- this is a landowner initiated process and detailed surveys follow if the project moves past the first hearing
- if approved the storm water infrastructure will be placed on the County Drainage Maintenance Program
- if approved money pooled only for this project; assessments placed on build-able lots current and future
- SWCD does not have a muskrat control program, but the maintenance program will repair damage to the system caused by animals
- 4 Factors Determine Possible Assessment: Acres Benefited, Land Use, Percent of Improvement Used; Remote Factor
- there is separate issues about pond bank erosion in the area that is not part of this petition

The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.



**Delaware County Commissioners**

Jeff Benton  
 Barb Lewis  
 Gary Merrell

**SIGN-IN SHEET FOR OCTOBER 1, 2018**

**1:30 P.M. Viewing For Consideration Of The Villas At Walnut Grove  
 Condominium Drainage Maintenance Petition Watershed**

NAME	ADDRESS
1 SARAH DINDO	101 N Sanduskey
2 Michael Brown	5280 Slater Rd
3 BRET BACON	SWCD
4 Brett Bergfeld	County Eng.
5 JOHN RUNYAN	ACEO
6 Matt Brown	SWCD
7 Ron Freyberg	5273 Slater Rd
8 Larry Walden	5300 SLATER RIDGE
9 Amy Endry	5314 " "
10 Barb Lewis	Comm.

There being no further business, the meeting adjourned.

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Gary Merrell

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Barb Lewis

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Jeff Benton

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Jennifer Walraven, Clerk to the Commissioners