

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 30, 2021**

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

Present:
Gary Merrell, President
Barb Lewis, Vice President
Jeff Benton, Commissioner

10:00 A.M. Public Hearing For Consideration Of The Drainage Improvement Petition For Chancel Gate

**1
RESOLUTION NO. 21-903**

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 27, 2021:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 27, 2021; 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 Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

**2
PUBLIC COMMENT**
 -None.

**3
RESOLUTION NO. 21-904**

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0929 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0929:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0929, memo transfers in batch numbers MTAPR0929 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Tyler Technologies	Software	41711436-5452	\$12,872.00
Various WIOA (P2101175)	Job & Family Program Services	22311611-5348	\$20,000.00
PR Number	Vendor Name	Line Description	Account Amount
R2104345	SILLING ASSOCIATES INC	DESIGN SERVICES - 5TH DISTRICT JUDGE BUILDOUT -	42011438 - 5410 49,000.00
R2104389	CHILDRENS HOSPITAL MEDICAL CENTER	Repost replacing PO# P2102895.	70161605 - 5342 \$40,933.80
R2104390	YOUTH VILLAGES INC	Repost replacing PO# P2102557.	70161605 - 5342 \$8,280.00
R2104451	FAMILY AND CHILDREN FIRST	MSY CONTRIBUTION FROM CS TO FCFC	22511607 - 5380 \$50,000.00
R2104459	HACH CO	HACH SAMPLER - OECC	66211900 - 5450 \$7,043.24
R2104464	HEALTH DEPARTMENT	HEALTH DEPARTMENT BILLING REVENUE DEPOSITED INTO	10011303 - 5319 \$7,600.00
R2104470	SUPERION LLC	ANNUAL RENEWAL-ENGINEER	29214001 - 5320 \$9,953.21
R2104470	SUPERION LLC	ANNUAL RENEWAL-ENGINEER	69340407 - 5320 \$9953.20

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 30, 2021**

R2104470	SUPERION LLC	ANNUAL RENEWAL- BUILDING SAFETY	10011301 - 5320	\$15482.76
R2104470	SUPERION LLC	ANNUAL RENEWAL- REGIONAL SEWER	66211900 - 5320	\$10869.13
R2104470	SUPERION LLC	ANNUAL RENEWAL- REGIONAL PLANNING	72070701 - 5320	\$4423.65

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

4

RESOLUTION NO. 21-905

IN THE MATTER OF A TRANSFER LIQUOR LICENSE REQUEST FROM RUBY TUESDAY INC. (DBA RUBY TUESDAY) TO CONDADO TACOS 31 LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a transfer of a D5 liquor license request from Request From Ruby Tuesday Inc. (DBA Ruby Tuesday) to Condado Tacos 31 LLC (located at 7877 Beechmont Avenue, Cincinnati, Ohio 45255); and

WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

5

RESOLUTION NO. 21-906

IN THE MATTER OF EXTENDING THE FILING DATE FOR THE FILING OF PLANS, REPORTS, AND SCHEDULES FOR THE HOOVER #61 DRAINAGE IMPROVEMENT PETITION PROJECT FILED BY TONY & CHRISTY HILL & OTHERS:

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

WHEREAS, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 19-1014, granting the prayer of the petition and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Hoover #61 Watershed Area Drainage Petition Project; and

WHEREAS, the Board fixed the date of October 10, 2021 for filing of the reports, plans, and schedules; and

WHEREAS, additional time is required to allow for field survey, design, engineer review; and

WHEREAS, upon filing of the reports, plans, and schedules, the Board shall set a date and time for a public hearing for the Hoover #61 Watershed Area Drainage Petition Project; and

WHEREAS, the date of the hearing shall be after 25 days and before 90 days from the filing date of the reports, plans, and schedules;

NOW, THEREFORE, BE IT RESOLVED that the Board approves October 10, 2022 as the extended date for filing of the reports, plans, and schedule for the Hoover #61 Watershed Area Drainage Petition Project;

BE IT FURTHER RESOLVED that, upon filing of the reports, plans, and schedules for the Hoover #61 Watershed Area Drainage Petition Project, the Clerk of the Board will prepare a resolution setting the date and time of the Public Hearing for a date after 25 days and before 90 days from the filing date of the reports, plans, and schedules;

BE IT FURTHER RESOLVED that proper notification will be given to property owners in the affected watershed of the date and time of the hearing for the Hoover #61 Watershed Area Drainage Petition Project.

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

6

RESOLUTION NO. 21-907

IN THE MATTER OF EXTENDING THE FILING DATE FOR THE FILING OF PLANS, REPORTS, AND SCHEDULES FOR THE DUSTIN ROAD DRAINAGE IMPROVEMENT PETITION PROJECT

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 30, 2021**

FILED BY KURT D. VOGEL:

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

WHEREAS, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 19-1112, granting the prayer of the petition and directing the Delaware County Engineer to proceed with preparation of plans, reports, and schedules for the Dustin Road Watershed Area Drainage Petition Project; and

WHEREAS, the Board fixed the date of November 7, 2021 for filing of the reports, plans, and schedules; and

WHEREAS, additional time is required to allow for field survey, design, engineer review; and

WHEREAS, upon filing of the reports, plans, and schedules, the Board shall set a date and time for a public hearing for the Dustin Road Watershed Area Drainage Petition Project; and

WHEREAS, the date of the hearing shall be after 25 days and before 90 days from the filing date of the reports, plans, and schedules;

NOW, THEREFORE, BE IT RESOLVED that the Board approves May 15, 2022 as the date for filing of the reports, plans, and schedules for the Dustin Road Watershed Area Drainage Petition Project;

BE IT FURTHER RESOLVED that, upon filing of the reports, plans, and schedules for the Dustin Road Watershed Area Drainage Petition Project, the Clerk of the Board will prepare a resolution setting the date and time of the Public Hearing for a date after 25 days and before 90 days from the filing date of the reports, plans, and schedules;

BE IT FURTHER RESOLVED that proper notification will be given to property owners in the affected watershed of the date and time of the hearing for the Dustin Road Watershed Area Drainage Petition Project.

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

**7
RESOLUTION NO. 21-908**

IN THE MATTER OF APPROVING THE REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR DELAWARE COUNTY VIDEO PRODUCTION SERVICES:

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

WHEREAS, the Director of Communications recommends approval of the Request for Competitive Sealed Proposals for Delaware County Video Production Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Request for Competitive Sealed Proposals for Delaware County Video Production Services and authorizes the following Public Notice:

PUBLIC NOTICE

**REQUEST FOR PROPOSALS
BOARD OF COMMISSIONERS
DELAWARE COUNTY, OHIO**

The Delaware County Commissioners are seeking competitive sealed proposals from Offerors for video production services in calendar year 2022. Proposals will be received at the Delaware County Commissioners’ Office, 91 North Sandusky Street, Delaware, Ohio 43015, until 4:30 p.m. on Oct. 21, 2021. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud. One (1) printed copy and one (1) digital copy in a PDF format on a jump drive are to be included. Submittals pursuant to this request will not be received after the hour and date stated above.

The complete Request for Proposals is posted and may be viewed on Delaware County’s web page at <http://www.co.delaware.oh.us> under the heading Bids and Notices or may be obtained from the Delaware County Commissioners Office, 91 N. Sandusky Street, Delaware, Ohio, during normal business hours.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter’s expense. A bid bond, or other bid security, is not required. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the offeror and Delaware County. Delaware County shall have no liability whatsoever to any offeror whose proposal is not accepted. The decision to award a contract is within the sole discretion of the Board of Commissioners. If an award is made, it shall be to the offeror whose proposal is determined to be the most advantageous to Delaware County, Ohio.

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 30, 2021

End of Advertisement.

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

8

RESOLUTION NO. 21-909

IN THE MATTER OF APPROVING AN EASEMENT AND RIGHT OF USE TO THE DELAWARE COUNTY LAND REUTILIZATION CORPORATION FOR COMMUNICATIONS UTILITY CONNECTIONS TO THE OLD JAIL PROPERTY:

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

WHEREAS, on or about October 19, 2020, and pursuant to Resolution No. 20-923, the Delaware County Board of Commissioners (the "Board") approved a quitclaim deed transferring a part of the Historical County Jail property located at 20 West Central Avenue, Delaware, Ohio, to the Delaware County Land Reutilization Corporation; and

WHEREAS, the Delaware County Land Reutilization Corporation is preparing to sell the property, and an easement is necessary across the Board's property to provide for future communications utility connections to the property;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following Easement and Right of Use and authorizes the President of the Board to execute the document on behalf of the Board:

EASEMENT AND RIGHT OF USE

KNOW ALL MEN BY THESE PRESENTS that the Board of County Commissioners of Delaware County, Ohio, (hereinafter "Grantor"), for valuable consideration received, receipt of which is hereby acknowledged, does hereby grant and convey to Delaware County Land Reutilization Corporation, an Ohio corporation for non-profit, (hereinafter "Grantee"), its successors and assigns, forever, a perpetual easement over, under, across, and through, and the right to use, portions of the real property of Grantor, located at 91 North Sandusky Street, bearing Parcel Number 519-432-11-027-001, as more particularly described in Book 1864, Page 462 in the Official Records of the Delaware County Recorder's Office (the "Grantor's Property"), with such portions of the Grantor's Property consisting of use of a three inch (3") communications conduit that runs from the basement of the Grantee's adjacent property at 20 West Central Avenue roughly east to the communications handhole closest to the southwest corner of the Historic Courthouse and use of a four inch (4") conduit that runs south from the handhole to the Existing Utility Telecom Manholes on Central Avenue, as such handholes and Existing Utility Telecom Manholes are depicted in the attached Exhibit A, which is incorporated herein, to and for the benefit of Grantee's adjacent property, for the purposes of installing, operating, maintaining, repairing, inspecting, and supplementing at any time hereafter communications cables, lines, and related facilities within the identified conduits (collectively, the "Improvements").

This easement is granted subject to the conditions, restrictions, and limitations contained herein, and Grantor and Grantee, for themselves and their successors and assigns, shall be deemed to have agreed to and accepted all such conditions, restrictions, and limitations upon use of the easement and/or recordation of this instrument.

The width of the perpetual easement shall be five feet in all directions from the center of each of the Improvements. The perpetual easement rights granted herein are exclusive as to all except Grantor and Grantor's successors and assigns. Grantor for Grantor and Grantor's successors and assigns reserves and retains the right to use the Grantor's Property, including those portions thereof subject to this instrument, for purposes which do not in any way impair Grantee's use and rights as herein granted, or interfere with the operation, maintenance, repair, removal, replacement, or reconstruction of the Improvements or access thereto. In addition, Grantor shall not cause or allow to be constructed thereon any permanent or temporary building, structure, or facility. Should Grantor make permanent or temporary improvements thereon, then Grantor shall assume the risk of such improvements being damaged or destroyed by Grantee's entries made for the purposes granted herein, and Grantee, its employees, agents, representatives, and contractors, shall not be liable for any damage or destruction of such Grantor's improvements during the good faith exercise of the rights herein granted.

Grantee, as soon as is practicable after any entries are made pursuant to the rights granted herein, shall cause restoration of any damage to the Grantor's Property by returning the surface thereof to its former condition as nearly as is reasonably possible.

Grantor, for itself and its successors and assigns, hereby represents and covenants with the Grantee, its successors and assigns, that the Grantor is the true and lawful owner of the Grantor's Property, is lawfully seized of the same in fee simple subject to all existing easements, conditions, and restrictions thereon, and has good right and full power to grant, bargain, sell, convey, and release this deed of easement, and that the same is free and clear from all liens and encumbrances whatsoever. The terms, conditions, and grants contained in this instrument shall run with the land, and shall be binding on, shall inure to, and shall be enforceable by

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 30, 2021**

Grantor, and its successors and assigns, and by Grantee, its successors and assigns.

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

10

RESOLUTION NO. 21-910

IN THE MATTER OF APPOINTING SHELIA HIDDLESON, HEALTH COMMISSIONER FOR THE DELAWARE PUBLIC HEALTH DISTRICT, TO ESTABLISH A DRUG OVERDOSE FATALITY REVIEW COMMITTEE AND A SUICIDE FATALITY REVIEW COMMITTEE:

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

WHEREAS, pursuant to section 307.631(A) of the Revised Code, a board of county commissioners may appoint a health commissioner of the board of health of a city or general health district that is entirely or partially located in the county in which the board of county commissioners is located to establish a drug overdose fatality review committee to review drug overdose deaths and opioid-involved deaths occurring in the county; and

WHEREAS, pursuant to section 307.641(A) of the Revised Code, a board of county commissioners may appoint a health commissioner of the board of health of a city or general health district that is entirely or partially located in the county in which the board of county commissioners is located to establish a suicide fatality review committee to review deaths by suicide occurring in the county; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") recognizes the public health benefits of drug overdose fatality and suicide fatality review committees and desires to appoint the Health Commissioner for the Delaware Public Health District for the purpose of establish the review committees;

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

Section 1. The Board hereby appoints Shelia Hiddleson, Health Commissioner for the Delaware Public Health District, to establish a Drug Overdose Fatality Review Committee and a Suicide Fatality Review Committee pursuant to sections 307.631(A) and 307.641(A) of the Revised Code.

Section 2. Upon establishment of the committees, the Board hereby designates Shelia Hiddleson, or her designated representative, to convene meetings and be the chairperson of the committees, pursuant to sections 307.633 and 307.644 of the Revised Code.

Section 3. The Clerk of the Board is hereby directed to certify a copy of this Resolution to the Health Commissioner for the Delaware Public Health District.

Section 4. This Resolution shall be effective immediately upon adoption.

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

11

ADMINISTRATOR REPORTS

Dawn Huston
-No reports.

12

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Benton
-Was pleased to see the US won the Ryder Cup.
-Attended the OCCO reception at the State House last night.
-Watched the Route 23 webinar. The goal is the divert traffic off of US23 from Waldo to I-270.
-Will attend at CEBCO executive meeting tomorrow.

Commissioner Lewis
-No reports.

Commissioner Merrell
-Attended the ARPA Symposium yesterday.

13

RESOLUTION NO. 21-911

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

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

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 30, 2021**

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 employment; compensation of a public employee or public official.

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

RESOLUTION NO. 21-912

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

9

RESOLUTION NO. 21-913

10:00A.M. - PUBLIC HEARING FOR CONSIDERATION OF THE CHANCEL GATE DRAINAGE IMPROVEMENT PETITION FILED BY STEPHEN CORVI AND OTHERS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to open the hearing at 10:12 A.M..

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

9 continued

RESOLUTION NO. 21-914

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment before the Board of County Commissioners of Delaware County, Ohio.

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

9 continued

RESOLUTION NO. 21-915

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE CHANCEL GATE DRAINAGE IMPROVEMENT PETITION FILED BY STEPHEN CORVI AND OTHERS:

It was moved by Mrs. Lewis, seconded by Mr. Benton to close the hearing at 11:18 A.M..

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

9 continued

RESOLUTION NO. 21-916

IN THE MATTER OF PROCEEDING WITH THE PETITION FOR THE CHANCEL GATE DRAINAGE IMPROVEMENT, FILED BY STEPHEN CORVI AND OTHERS, AND ORDERING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF REPORTS, PLANS, AND SCHEDULES FOR THE PROPOSED IMPROVEMENT:

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

WHEREAS, on November 20, 2020, a Drainage Improvement Petition to the Chancel Gate Drainage Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on **Monday, May 10, 2021**, the Board conducted a view of the proposed improvements; and

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 30, 2021

WHEREAS, on **Thursday, September 30, 2021**, the Board held the first hearing on the petition; and

WHEREAS, after hearing the preliminary report of the Delaware County Engineer and any evidence offered by any owner for or against the granting of the proposed improvement or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, the Board is prepared to vote to determine whether to proceed with the project survey and design or to dismiss the petition, taking into consideration the petition, the preliminary report, and comments on the proposed improvements;

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

Section 1. The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs. Accordingly, the Board hereby decides to proceed with the project survey and design.

Section 2. The Board hereby determines that the route and termini of the proposed improvement, and the manner of construction thereof, shall be as set forth in the Delaware County Engineer’s preliminary report.

Section 3. The Board hereby orders the Delaware County Engineer to prepare reports, plans, and schedules for the proposed Chancel Gate Watershed Drainage Improvement. The Board hereby sets September 30, 2023, as the date by which the Delaware County Engineer shall file the reports, plans, and schedules, whereupon a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE CHANCEL GATE DRAINAGE IMPROVEMENT PROJECT 40311488.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were conducted in compliance with the laws of the State of Ohio.

Section 6. This Resolution shall be effective immediately upon adoption.

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

RESOLUTION NO. 21-917

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION; FOR 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 employment; compensation of a public employee or public official; for pending or imminent litigation; for collective bargaining.

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

RESOLUTION NO. 21-918

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by _____, seconded by _____ to adjourn out of Executive Session.

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

14

RESOLUTION NO. 21-919

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

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 30, 2021**

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

WHEREAS, the Acting County Administrator recommends approving 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 "Member"), a political subdivision of the State of Ohio. This Agreement shall commence at 12:01 a.m. on the 1st day of January, 2022, and shall terminate at 11:59 p.m. on the 31st day of December, 2024.

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,

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 30, 2021**

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.

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.

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 30, 2021**

V. PROGRAM DESCRIPTION

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

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 30, 2021**

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 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.

X. 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.

XI. 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.

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 30, 2021

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.

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:
Dawn Huston Deputy Administrator
Delaware County Board of Commissioners
91 N. Sandusky St
Delaware, OH 4301

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. Merrell Aye Mr. Benton Aye

15
RESOLUTION NO. 21-920

IN THE MATTER OF APPROVING THE 2022 HEALTH INSURANCE RENEWAL WITH THE COUNTY EMPLOYEE BENEFITS CONSORTIUM OF OHIO:

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 30, 2021**

It was moved by Mrs. Lewis, seconded by Mr. Benton 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 continue the group health insurance coverage for Delaware County employees for 2022; 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 2022; and

WHEREAS, the Acting County Administrator recommends accepting the Medical PPO Plan 1D and the prescription drug Plan 2D renewal rates for 2022 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 2022 (Medical PPO Plan 1D and Rx Plan 2D) from CEBCO:

DELAWARE COUNTY RENEWAL FOR 2021

Delaware County will provide the Medical PPO Plan 1D and Anthem Rx Plan 2D designs for 2022 for eligible employees. The 2022 CEBCO monthly renewal rates are:

2022 Monthly Renewal Rate	Medical PPO Plan 1D	Anthem RX Plan 2D	Total
Employee	\$669.74	\$189.21	\$858.95
Employee + Spouse	\$1,475.45	\$416.85	\$1,892.30
Employee + Child(ren)	\$1,203.53	\$340.04	\$1,543.57
Employee + Family	\$2,009.23	\$567.65	\$2,576.88

Rates for the Employer / Employee Contribution for the Medical PPO Plan1D and Anthem RX Plan 2D will be determined in a separate resolution.

Section 2. The Board of Commissioners hereby authorizes the Acting County Administrator to execute the documents necessary to fulfill the 2022 renewal requirements with CEBCO.

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

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

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners