

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 8, 2025

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

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

1
RESOLUTION NO. 25-327

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 5, 2025:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on May 5, 2025; 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

3
RESOLUTION NO. 25-328

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0507, MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0507:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0507, memo transfers in batch numbers MTAPR 0507 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
(P2500546) Columbia Gas	SRF Operations & Maintenance	66211900-5338	\$10,000.00

PR Number	Vendor Name	Line Description	Account	Amount
R2502965	OHIOHEALTH CORPORATION	CERT EXERCISE PHYSIO 07 01 25-06 30 26	10011303 - 5301	\$ 102,280.00
R2503013	ELITAIRE LLC	SERVICE AGREEMENT CHILLER & COOLING TOWER	10011105 - 5325	\$ 7,800.00
R2503016	DALMATIAN FIRE	MAINT. AGREEMENT 117 145	10011105 - 5325	\$ 15,926.00
R2503046	ANDRITZ SEPARATION INC	D4LL CENTRIFUGE SERVICE	66211900 - 5328	\$ 36,000.00
R2503056	B & C COMMUNICATIONS INC	VESTA 911 PHONE MAINTENANCE CONTRACT 5-1-24 TO	21711326 - 5325	\$ 106,415.01

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

4
RESOLUTION NO. 25-329

IN THE MATTER OF A NEW LIQUOR LICENSE FROM MILL CREEK GOLF COURSE CORP CLUB HOUSE SHELTER AREA & GOLF COURSE, AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a

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request for a new D1, D2, D3 and D6 license from Mill Creek Golf Course Corp Club House Shelter Area & Golf Course, located at 7259 Penn Road, Scioto Township, Ostrander, Ohio 43061; 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. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

5
RESOLUTION NO. 25-330

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, DAVID HODGE, ESQ. AND ERIC ZARTMAN, ESQ., REQUESTING ANNEXATION OF 50.885 ACRES OF LAND IN TRENTON TOWNSHIP TO THE CITY OF SUNBURY:

It was moved by Mr. Merrell, seconded by Mr. Benton, to acknowledge that on April 30, 2025, the Clerk to the Board of Commissioners received a petition requesting annexation of 50.885 acres of land from Trenton Township to the City of Sunbury.

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

OTHER BUSINESS
RESOLUTION NO. 25-331

IN THE MATTER OF WITHDRAWING THE ANNEXATION PETITION FILED ON APRIL 30, 2025, BY AGENTS FOR THE PETITIONER, DAVID HODGE, ESQ. AND ERIC ZARTMAN, ESQ. REQUESTING ANNEXATION OF 50.885 ACRES OF LAND FROM TRENTON TOWNSHIP TO THE CITY OF SUNBURY:

It was moved by Mr. Benton, seconded by Mr. Merrell, to withdraw the annexation petition filed on April 30, 2025 by agents for the petitioner, David Hodge, Esq. And Eric Zartman, Esq. requesting annexation of 50.885 acres of land from Trenton Township to the City of Sunbury;

Whereas, on May 7, 2025, agent for the petitioner, Eric Zartman, Esq., filed a letter withdrawing the petition filed on April 30, 2025, for annexation of 50.885 acres of land from Trenton Township to the City of Sunbury;

Now, Therefore, Be It Resolved that the Board hereby acknowledges the withdrawing of the annexation petition filed on April 30, 2025, by agent for the petitioner, David Hodge, Esq. and Eric Zartman, Esq, requesting annexation of 50.885 acres of land from Trenton Township to the City of Sunbury.

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

6
RESOLUTION NO. 25-332

IN THE MATTER OF DETERMINING THE SUFFICIENCY OF THE APPLICATION TO ADD CERTAIN REAL PROPERTY TO THE NORTHSTAR NEW COMMUNITY AUTHORITY DISTRICT AND TO AMEND THE PETITION FOR ESTABLISHMENT OF THE NORTHSTAR NEW COMMUNITY AUTHORITY AND FIXING THE DATE, TIME, AND PLACE FOR A PUBLIC HEARING UNDER CHAPTER 349 OF THE REVISED CODE:

It was moved by Mr. Merrell, and seconded by Mr. Benton to adopt the following:

WHEREAS, on July 2, 2007, North Star Land, LLC (the “Original Developer”) filed with this Board of County Commissioners of Delaware County, Ohio (the “Board”) a petition (the “Original Petition”) for the establishment of the NorthStar New Community Authority (the “Authority”), pursuant to Chapter 349 of the Revised Code; and

WHEREAS, on July 16, 2007, this Board, as the “organizational board of commissioners” as that term is defined in section 349.01(F) of the Revised Code, adopted Resolution No. 07-857, determining that the Original Petition complied as to form and substance with the requirements of section 349.03 of the Revised Code and fixing the time and place for a hearing on the establishment of the Authority; and

WHEREAS, on August 16, 2007, this Board, as the organizational board of commissioners, held a public hearing on the Original Petition, after public notice was duly published in accordance with section 349.03(A) of the Revised Cod, and adopted Resolution No. 07-985, determining that the Authority’s New Community District (the “District”) would be conducive to the public health, safety, convenience and welfare and that it was intended to result in the development of a new community as described in Chapter 349 of the Revised Code, and declaring the

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Authority organized as a body corporate and politic in the State of Ohio; and

WHEREAS, section 349.03(B) of the Revised Code authorizes the amendment of the Original Petition to add land to the District and make other amendments to the Original Petition at any time after the creation of the Authority, and upon the filing of an application with this Board, as the organizational board of commissioners; and

WHEREAS, on April 30, 2025, the Original Developer, as the “developer” within the meaning of section 349.01(E) of the Revised Code, and Northstar Residential Development, LLC (“Northstar Residential”), filed an application (the “Application”) with the Clerk of this Board pursuant to section 349.03(B) of the Revised Code to reflect the assignment of rights by the Original Developer as the “developer” of the Authority within the meaning of section 349.01(E) of the Revised Code to Northstar Residential, to add territory to the District as shown on Exhibit A to the Application (the “Additional Area”), and requesting that this Board adopt an alternative procedure for the appointment of successor Trustees to the Authority’s Board of Trustees, which Application was executed by the Original Developer and Northstar Residential and consented to by the City of Delaware as the “proximate community” for the Authority; and

WHEREAS, the Application further provides that the addition of the Additional Area will be conducive to the public health, safety, convenience and welfare of the District, will be consistent with the development of the District, will not jeopardize the plan of development of the District and that such land to be added to the District is owned by, or under the control of, the Developer as required by Chapter 349 of the Revised Code; and

WHEREAS, the Original Developer has requested that this Board, as the organizational board of commissioners, determine that the Application complies as to form and substance with the requirements of section 349.03 of the Revised Code, and the Developer further requests that this Board fix the time and place of a hearing on the Application; and

WHEREAS, pursuant to section 349.03(A) of the Revised Code, the Board has reviewed the Application and determined that the Application complies with the requirements of section 349.03 of the Revised Code as to form and substance; and

WHEREAS, the Board has further determined to fix a time and place of a public hearing on the Application, which public hearing shall be held not less than thirty days nor more than forty-five days from the date of the filing of the Application, and that notice of the public hearing shall be given by the Clerk of this Board, all as required by section 349.03(A) of the Revised Code;

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

Section 1. The Board hereby finds and determines that the Application complies with the requirements of section 349.03 of the Revised Code as to form and substance.

Section 2. The Board hereby fixes Monday, June 2, 2025, at 9:45AM, at the Commissioners’ Hearing Room, 91 North Sandusky Street, Delaware, Ohio, as the date, time, and place of a public hearing on the Application.

Section 3. The Clerk of this Board is directed to give notice of the public hearing on the Application by publication once each week for three consecutive weeks in *The Delaware Gazette*.

Section 4. This Board finds and determines that all formal actions of the 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 and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption.

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

7
RESOLUTION NO. 25-333

IN THE MATTER OF PROCLAIMING MAY 2025 AS OLDER AMERICANS MONTH IN DELAWARE COUNTY:

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

WHEREAS, May is Older Americans Month, a time to celebrate the tremendous contributions of older adults and to reflect on the ways they continue to shape our communities and culture; and

WHEREAS, this year’s theme, "Flip the Script on Aging," calls on us to challenge outdated stereotypes, embrace the full potential of growing older, and recognize that aging is not a decline, but a dynamic stage of life rich with purpose, exploration and connection; and

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WHEREAS, older adults in Delaware County redefine what it means to age through their resilience, volunteerism, creativity, leadership and active engagement in all areas of life—from the workforce and caregiving to advocacy and mentorship; and

WHEREAS, our community thrives when we uplift all residents and ensure that people of every age, ability and background can participate fully, live independently, and be recognized for their value; and

WHEREAS, it is our collective responsibility to foster an inclusive environment where aging is seen not as a limitation, but as an opportunity to grow, contribute and thrive.

NOW, THEREFORE, BE IT RESOLVED the County Commissioners of Delaware County, Ohio, do hereby proclaim May 2025 as Older Americans Month. We encourage all residents to join in celebrating our older adults by flipping the script on aging and promoting programs, policies and attitudes that honor aging as a time of strength, vitality and renewed purpose.

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

8
UPDATE ON SOURCEPOINT’S PROGRAMS

9
RESOLUTION NO. 25-334

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR THE OHIO ATTORNEY GENERAL’S OPIOID REMEDIATION GRANT PROGRAM FOR THE SHERIFF’S OFFICE:

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

WHEREAS, the Delaware County Sheriff’s Office requests authorization to submit an application for the following grant to be use for addiction treatment services in the County Jail:

Grant #	Opioid Remediation Grant
Source:	Ohio Opioid Settlement Proceeds, through the Ohio Attorney General’s Office
Grant Period:	January 1, 2025 – December 31, 2025
Grant Amount:	\$200,000.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$200,000.00

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

Section 1. The Board hereby authorizes the submitting of an application for the Ohio Attorney General’s Opioid Remediation Grant Program.

Section 2. The Board hereby designates the County Administrator as the authorized representative for the Grant with full authority to cause submission of the application, to take all other necessary actions, including approval and execution of the subrecipient agreement, to secure award of the Grant, and to accept the Grant on behalf of the Board. The Delaware County Sheriff’s Office shall be the grant contact for purposes of the Grant.

Section 3. When agreements, reports, or other documents require execution by the authorized representative, a copy thereof shall be provided to the Clerk of the Board, along with a copy of this Resolution

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

10
RESOLUTION NO. 25-335

IN THE MATTER OF APPROVING THE THREE YEAR PARTICIPATION AGREEMENT BETWEEN THE COUNTY RISK SHARING AUTHORITY (CORSА) AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

WHEREAS, the Deputy County Administrator recommends approval of the Participation Agreement with the County Risk Sharing Authority (CORSА), effective May 1, 2025 through April 30, 2028.

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners hereby approves the three-year Participation Agreement with the County Risk Sharing Authority (CORSА) as follows:

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2025 PARTICIPATION AGREEMENT

This Participation Agreement (this “Agreement”) is made between the County Risk Sharing Authority, Inc. (“CORSA”), an Ohio corporation not for profit and the Delaware County Board of Commissioners (the “Member”), a political subdivision of the State of Ohio, effective as of the first day of May, 2025 but actually executed on the 8th day of July, 2025.

I. RECITALS

a. The purposes of CORSA are to provide a joint self-insurance pool and to assist members, including the Member, to prevent or reduce losses and injuries to Member property, and persons and property which might result in claims being made against members of CORSA, including the Member, or their employees or officers.

b. The Member wishes to avail itself of the advantages offered by CORSA to its members. Therefore, it is the intent of the Member to join with other members of CORSA, which administers a joint self-insurance pool and uses funds contributed by the members to defend and indemnify, in accordance with CORSA’s Articles of Incorporation, Code of Regulations, policies and procedures, and coverage documents, members of CORSA against stated liability or loss, to the limits as outlined in the coverage documents of CORSA. It is also the intent of the Member, as a member of CORSA, to have CORSA provide continuing stability and availability of needed coverages at reasonable costs.

c. This Agreement is made pursuant to the authority granted pursuant to H.B. 875 of the 116th General Assembly, as codified in Sections 307.441, 2744.08, 2744.081 and 3955.05 of the Ohio Revised Code. The coverage provided by CORSA is not considered and does not constitute insurance under any Ohio law.

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 CORSA’s program.

“Anniversary Date” shall mean the 1st day of May of each year.

“Deductible” shall mean that portion of each loss to be paid directly by the Member, or paid by CORSA and reimbursed by the Member.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by CORSA to provide all or part of the coverages shown on Exhibit A hereto.

“Insurance Costs” shall mean the Member’s share, as established from time to time by CORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto. "Loss Fund" shall mean the total of each Member's Primary Loss Fund, Secondary Loss Fund.

“Primary Loss Fund” shall mean the fund established by CORSA to provide for the payment of the first level of losses in excess of the Deductible.

“Primary Loss Fund Contribution” shall mean the Member’s share, as established from time to time by CORSA, of the costs of funding a primary loss fund which is a component of the joint self-insurance pool.

"Program Year" shall mean that period commencing on the Anniversary Date and each twelve-month period thereafter until the Termination Date.

“Secondary Loss Fund” shall mean the fund established by CORSA to provide for the payment of the second level of losses in excess of the Deductible.

“Secondary Loss Fund Contribution” shall mean the Member’s share, as established from time to time by CORSA, of the costs of funding a secondary loss fund which is a component of the joint self-insurance pool.

“Termination Date” shall mean April 30, 2028.

III. THE MEMBER’S OBLIGATIONS

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the Member agrees to become a member of CORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The Member further agrees:

a. To pay promptly all annual and supplementary contributions or other contributions and deductibles to CORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the CORSA

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Board of Directors. Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency at the bank which maintains CORSA's administrative funds. Payment will be considered delinquent 30 days following the due date.

- b. To designate a voting representative and alternate in accordance with CORSA's Code of Regulations.
- c. To allow CORSA and its agents, officers and employees reasonable access to all facilities of the Member and all Member records, including but not limited to financial records, as required for the administration of CORSA.
- d. To allow attorneys designated by CORSA to represent the Member in the investigation, settlement and litigation of any claim made against the member within the scope of the coverage agreement furnished by CORSA.
- e. To cooperate fully with CORSA's attorneys, claims adjustors and any other agent, employee or officer of CORSA in activities relating to the purposes and powers of CORSA.
- f. To follow the loss reduction and prevention programs and procedures established by CORSA.
- g. To comply with the CORSA Policy Statement on Local Agency Representation, as the same is in effect from time to time.
- h. To report to CORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in CORSA being required to consider a claim against the Member, its agents, officers or employees or for casualty losses to Member property within the scope of coverages undertaken by CORSA.
- i. To report to CORSA as soon as reasonably possible the addition of new programs and facilities or the reduction or expansion of existing programs and facilities or other acts which may cause material changes in the member's exposure to accidental loss.
- j. To provide CORSA annually, or more frequently if requested, with information either requested by CORSA's Excess Insurance providers or necessary to establish program costs.
- k. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the CORSA Board of Directors.

IV. CORSA'S OBLIGATIONS

Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CORSA agrees to accept the Member as a member, subject to the terms and conditions contained in this Agreement, and to perform the duties and obligations set forth below.

CORSA further agrees:

- a. To carry out educational and other programs relating to risk management
- b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing Excess Insurance; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.
- c. To establish reasonable and necessary loss reduction and prevention programs, policies, and procedures to be followed by the members.
- d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.
- e. To have an actuarial study which determines reserve adequacy, with a report being issued that is signed by a fellow of the Casualty Actuarial Society, done on an annual basis.
- f. To have an annual audit of CORSA's financial records done by a qualified independent certified public accountant.
- g. To carry out such other activities as are necessarily implied or required to carry out CORSA's purposes or the specific powers enumerated herein.

V. PROGRAM DESCRIPTION

For the term of this Agreement, CORSA intends to provide the coverages shown on Exhibit A by establishing, purchasing and maintaining:

- a. a Primary Loss Fund
- b. a Secondary Loss Fund
- c. Excess Insurance

The amounts necessary to fund the Primary Loss Fund, the Secondary Loss Fund, and the County Home Excess Liability Fund (if applicable) will be established annually by the CORSA Board of Directors, with the input of its insurance and actuarial advisors. The CORSA Board of Directors also intends to purchase Excess Insurance to provide a portion of the coverages shown on Exhibit A.

Notwithstanding the above, the Board may modify the program structure from time to time, as to any or all members, if it determines, in its discretion, that a modification is in the best interests of the program and the

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members. However, any such modification will not result in a decrease in the coverages listed in Exhibit A hereto and provided to the members, unless such coverages are no longer legally available or are no longer available at a reasonable cost.

VI. MEMBER'S CONTRIBUTIONS

The Member's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. its Deductible for each loss;
- b. its annual Primary Loss Fund Contribution;
- c. its annual Secondary Loss Fund Contribution;
- d. its annual Insurance Costs; and
- e. its annual Administration Costs.

The Member understands that the cost components set forth in items a. through e., 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). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The Member further understands that its share of the cost has been computed by CORSA'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 manner without an economic basis.

VII. LOSS FUND EQUITY

Subject to the provisions of Article X regarding the dissolution of CORSA, the Member's share of any Member equity in any expiring Program Year's Loss Fund will become an asset of CORSA, to be used and applied for the purposes of the program established by this Agreement as the Board directs.

The Board may from time to time make a determination as to the amount (if any) of Loss Fund equity which may be released to the Member. As to any Loss Fund equity so released, the Board may either distribute such amount in cash to the Member or apply such amount as a credit against the Member's obligations under this Agreement. The decision to make any such distribution, the form of any such distribution (e.g. cash distribution or credit against the cost of the program), and the method of determining the Member's share of any such distribution will be in the sole discretion of the Board.

VIII. TERMOFAGREEMENT: WITHDRAWALBYMEMBER

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of May, 2025 and shall terminate as of the Termination Date.

The Member, at its option, may terminate this Agreement and withdraw from the joint self-insurance pool on any Anniversary Date, by delivering written notice of withdrawal to CORSA at least 120 days prior to such Anniversary Date, provided that upon withdrawal, all unpaid contributions of the Member required by Article VI of this Agreement, through the year expiring on the day preceding the Anniversary Date of withdrawal, shall immediately become due and payable.

If the Member withdraws prior to the Termination Date, it shall nevertheless remain liable for, and within 30 days of its receipt of an invoice from CORSA shall pay, all of its remaining Primary and Secondary Loss Fund Contributions through the Termination Date. Such Primary and Secondary Loss Fund Contributions for any remaining years following withdraw through the Termination Date are deemed to be in the same amount as the Member's Primary and Secondary Loss Fund Contributions for the year of the Member's withdrawal.

If the Member withdraws from CORSA, the Member's portion of any Loss Fund equity shall remain with and become the sole property of CORSA.

IX. EXPULSION

a. By a two-thirds (2/3) vote of the CORSA Board of Directors, the Member may be expelled. Such expulsion, which shall take effect sixty (60) days after such vote, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then-current Ohio statutes or regulations:

- (i) Failure to make any payment due to CORSA.
- (ii) Failure to undertake or continue loss reduction and prevention procedures adopted by CORSA.
- (iii) Failure to allow CORSA reasonable access to all facilities and records of the Member necessary for proper administration of CORSA.
- (iv) Failure to fully cooperate with CORSA's attorneys, claims adjusters or other agent, employee or officer of CORSA.
- (v) Failure to carry out any obligation of the Member which impairs the

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- ability of CORSA to carry out its purpose or powers.
- (vi) Any material breach of Member’s obligations under this Agreement or other reason permitted by Ohio statute or regulation.

b. The Member may not be expelled except after notice from the Board of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any final decision; such hearing shall be held within fifteen (15) days after the expiration of the time to cure has passed. The Board shall provide all members with written notice of the hearing date at least seven (7) days prior to the hearing date. At the hearing, the Member affected may present its case. A decision by the Board of Directors to expel the Member after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the Member shall be liable for any unpaid contributions, including Primary and Secondary Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future. The Member's portion of any Loss Fund equity shall remain with CORSA.

X. DISSOLUTION

Upon the final dissolution of CORSA any funds which remain, unencumbered, after all claims and all other CORSA obligations have been paid shall be distributed only to the entities which are members of CORSA immediately prior to its dissolution. If the Member is a member of CORSA immediately prior to its dissolution, the Member’s share of such remaining funds shall be determined by multiplying the remaining funds by a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the Member pursuant to this Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all entities which are members of CORSA immediately prior to its dissolution.

XI. NO IMPLIED RIGHT TO CONTINUE AS MEMBER.

Nothing in this Agreement shall be construed to grant to the Member any right to continue as a Member of CORSA after the earliest of the Member's withdrawal pursuant to Article VIII of this Agreement, its expulsion pursuant to Article IX of this Agreement, or the Termination Date. CORSA reserves the right to decline to quote coverage to the Member for any subsequent term of this Agreement.

XII. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are counties, joint correctional facilities, or public authorities within the State of Ohio. It is the intent of the Member that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the Member or its employees by any law.

XIII. ANTI-DISCRIMINATION PROVISION

Per section 125.111(A) of the Ohio Revised Code, CORSA warrants and agrees to the following:

- a. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither CORSA or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates; and
- b. None of CORSA, any subcontractor, or person acting on behalf of any such organization, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

XIV. MISCELLANEOUS

- a. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail or electronic mail, addressed as follows:

If to the Member:
Delaware County Board of
Commissioners 91 N. Sandusky St.
Delaware, OH 43015

If to CORSA:
County Risk Sharing Authority,
Inc. 209 E. State Street

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Columbus OH
43215 Attn: John
Brownlee
Email: jbrownlee@ccao.org

The Member and CORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

b. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the Member and CORSA.

c. Severability. In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.

d. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio. Electronic Signatures. The parties hereby agree that this Agreement may be executed with electronic signatures, which shall be valid and binding as between the parties hereto.

EXHIBIT A
SUMMARY OF COVERAGES

Please refer to binders, Memorandum of Coverage, cover notes, and Coverage Agreement on file for specific limits, terms, conditions, and exclusions.

I. LIABILITY

- A. General Liability
- B. Law Enforcement Liability
- C. Automobile Liability
- D. Errors and Omissions Liability
- E. Ohio Stop Gap Employer’s Liability
- F. Employee Benefits Liability
- G. Attorney Disciplinary Proceedings
- H. Declaratory, Injunctive, or Equitable Relief Defense Costs

II. PRIVACY OR SECURITY LIABILITY

- A. Privacy or Network Security
- B. Regulatory Fines and Penalties
- C. PCI Payments
- D. Media Wrongful Act
- E. Ransom Payment
- F. Data and System Recovery including Bricking Costs
- G. Business Interruption
- H. Business Interruption from Suppliers
- I. Reputation Harm
- J. Cyber Event Costs
- K. Cryptojacking
- L. Cyber Deception
- M. Proof of Loss

III. PROPERTY

- A. Direct Physical Loss or Damage
- B. Collapse
- C. Equipment Breakdown
- D. Additional Coverages

IV. TIME ELEMENT

V. CRIME

- A. Employee Dishonesty/Faithful Performance
- B. Loss Inside Premises
- C. Loss Outside Premises
- D. Money Orders and Counterfeit Paper Currency
- E. Depositors Forgery
- F. Dog Warden Blanket Bond

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

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 8, 2025

IN THE MATTER OF APPROVING A JOINT APPLICATION BY THE PROSECUTING ATTORNEY AND THE BOARD OF COUNTY COMMISSIONERS TO THE COMMON PLEAS COURT TO AUTHORIZE THE BOARD TO EMPLOY MARK R. WEAVER OF THE LAW FIRM ISAAC WILES AS OUTSIDE LEGAL COUNSEL TO ADVISE, REPRESENT, PROSECUTE ON BEHALF OF, AND/OR DEFEND JUDGE JAMES P. SCHUCK OF THE DELAWARE COUNTY COMMON PLEAS COURT IN AN ACTION FILED AGAINST HIM IN HIS OFFICIAL CAPACITY:

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

PREAMBLE

WHEREAS, pursuant to R.C. § 305.14(A), the Board desires to approve a joint application by it and the Prosecuting Attorney, Delaware County, Ohio (“Prosecutor”) to the Common Pleas Court, Delaware County, Ohio (“Court”) to authorize the Board to employ Mark R. Weaver (0065769) of the law firm Isaac Wiles as outside legal counsel to advise, represent, prosecute on behalf of, and/or defend Judge James P. Schuck (“Judge Schuck”) of the Court in the action filed against him in his official capacity and captioned *Martin L. Holloman v. Judge James P. Schuck*, filed in the Fifth District Court of Appeals for Delaware County, Ohio, case number 25-CAD-04-0030, and/or in any similar or related actions or appeals of the same filed by Martin L. Holloman against Judge Schuck (collectively “Action”); and

WHEREAS, the appointment of legal counsel is necessary because the Prosecutor has a conflict of interest; and

WHEREAS, the compensation for Attorney Weaver shall not exceed \$25,000.00 at a (reduced) hourly rate not to exceed \$300.00 an hour; and,

WHEREAS, Attorney Weaver will be Counsel of Record, but he may utilize associates or partners at Isaac Wiles to assist him, who will bill at hourly rates lower than Attorney Weaver’s rate; and,

WHEREAS, the length of employment for Attorney Weaver will be until such employment is no longer necessary.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED:

- A. For the foregoing reasons, the Board, pursuant to R.C. § 305.14(A), hereby approves the attached joint application (Exhibit A) by it and the Prosecutor to the Court to authorize the Board to employ Mark R. Weaver (0065769) of the law firm Isaac Wiles as outside legal counsel, with compensation not to exceed \$25,000.00 at a (reduced) hourly rate not to exceed \$300.00 an hour, to advise, represent, prosecute on behalf of, and/or defend Judge Schuck in the above-named Action.
- B. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.
- C. This Resolution shall be in full force and effect immediately upon adoption.

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

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ADMINISTRATOR REPORTS

CA Tracie Davies/no reports
DCA Dawn Huston/no reports
DCA Aric Hochstettler/no reports

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell;
-none

Commissioner Benton;
-Attended the Sheriff’s Office Memorial Dedication, To pay tribute to a county deputy who died in the line of duty in 1924 and an honor the K-9 program
-MORPC meeting later today

Commissioner Lewis;

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- Attended the Sheriff’s Office Memorial Dedication, To pay tribute to a county deputy who died in the line of duty in 1924 and an honor the K-9 program
- Speaking at a Powell chamber event on Friday

OTHER BUSINESS
RESOLUTION NO. 25-337

IN THE MATTER OF RESCINDING RESOLUTION NOS. 24-759, 25-175, AND 25-244,
PERTAINING TO THE SEMIANNUAL REVIEWS OF INVESTMENT PROCEDURES:

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

WHEREAS, the Delaware County Investment Advisory Committee (the “Committee”) has established written county investment policies, pursuant to section 135.341 of the Revised Code, including a restriction on the investing authority’s ability to purchase, directly by private placement, bonds or other obligations of political subdivisions or other public entities without first submitting the proposed purchase to the Committee for review and approval (the “Policy”), which the Committee unanimously adopted on May 11, 2023; and

WHEREAS, on September 16, 2024, the Board conducted a review of the investment procedures of the investing authority for the time period of January 1, 2024, through June 30, 2024, and, as a result of the review, the Board adopted Resolution No. 24-759, confirming the semiannual review of investment procedures, issuing written findings based on the review that the investing authority had violated the Policy, and providing written notice to the investing authority; and

WHEREAS, on March 6, 2025, the Board conducted a review of the investment procedures of the investing authority for the time period of July 1, 2024, through December 31, 2024, and, as a result of the review, the Board adopted Resolution No. 25-175, confirming the semiannual review of the investment procedures, issuing written findings based on the review that the investing authority had violated the Policy and failed to correct prior violations, and providing written notice to the investing authority; and

WHEREAS, in Resolution No. 25-175, the Board elected to not designate a replacement investing authority, but on April 7, 2025, the Board adopted Resolution No. 25-244, amending Resolution No. 25-175 to exercise its authority to designate a replacement investing authority; and

WHEREAS, on April 11, 2025, the Delaware County Treasurer initiated legal action against the Board, and others, challenging the Policy and Resolution Nos. 24-759, 25-175, and 25-244; and

WHEREAS, on May 5, 2025, the Board and the Delaware County Treasurer jointly submitted an Agreed Partial Judgment Entry, which the Court signed and filed on May 6, 2025; and

WHEREAS, the Agreed Partial Judgment Entry orders the Board to rescind Resolution Nos. 24-759, 25-175, and 25-244 and restore the Delaware County Treasurer as investing authority; and

WHEREAS, the Agreed Partial Judgment Entry orders that the Delaware County Treasurer shall not, through a private placement, purchase any bonds, notes, or other obligations issued by political subdivisions or other public entities for the remainder of his current term in office; and

WHEREAS, the Deputy County Administrator/General Counsel recommends that the Board rescind Resolution Nos. 24-759, 25-175, and 25-244 and restore the Delaware County Treasurer as investing authority, in compliance with the Court’s order set forth in the Agreed Partial Judgment Entry;

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

Section 1. The Board hereby rescinds Resolution Nos. 24-759, 25-175, and 25-244, thereby restoring the Delaware County Treasurer to his role as investing authority for Delaware County.

Section 2. The Board hereby formally endorses the Agreed Partial Judgment Entry, which serves to narrow the issues before the Court and reduce expenses related to the ongoing litigation, while also returning investing authority duties to the Delaware County Treasurer, subject to restrictions consistent with the Policy.

Section 3. The Board hereby directs the Board’s legal counsel to continue to prosecute and defend claims related to the validity and enforceability of the Policy.

Section 4. This Resolution shall take effect immediately upon adoption.

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

RESOLUTION NO. 25-338

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 8, 2025

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
EMPLOYMENT AND COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND
FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Merrell, seconded by Mr. Benton 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 and compensation of a public employee or public official and for pending or imminent litigation.

Vote on Motion	Mrs. Lewis	Aye	Mr. Merrell	Aye	Mr. Benton	Aye
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RESOLUTION NO. 25-339

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

Vote on Motion	Mr. Benton	Absent	Mrs. Lewis	Aye	Mr. Merrell	Aye
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There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners