

COMMISSIONERS JOURNAL NO. 58 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 22, 2012

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

Present:
Dennis Stapleton, President
Ken O'Brien, Vice President
Tommy Thompson, Commissioner

RESOLUTION NO. 12-1068

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 18, 2012:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 18, 2012; and

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

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

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 12-1069

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1019 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1019:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1019 Procurement Card Payments in batch number PCAPR1019 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1206126	B & C COMMUNICATIONS	BATTERIES	21411306 - 5260	\$10,094.76	0001
R1206157	TODAYS DISTRIBUTOR	MINOR TOOLS - SCIOTO HILLS - COLLECTIONS	66611910 - 5250	\$1,793.22	0001
R1206157	TODAYS DISTRIBUTOR	TOOLS FOR SCIOTO HILLS	66611910 - 5260	\$4,617.00	0002
R1206157	TODAYS DISTRIBUTOR	SEWER PARTS - SCIOTO HILLS	66611910 - 5292	\$20,864.78	0003

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 12-1070

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF SEPTEMBER 2012:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to accept the Treasurer's Report for the month of September 2012.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-1071

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SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE HOMESTEAD AT HIGHLAND LAKES CONDO PHASE I & II DRAINAGE PETITION PROJECT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, the Board of Commissioners of Delaware County on June 25, 2012, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of the Homestead at Highland Lakes Condo Phase I & II Drainage Petition Project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the ditch project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction/maintenance of the Homestead at Highland Lakes Condo Phase I & II Drainage Petition Project are being finalized for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of The County of Delaware have fixed **Monday December 3, 2012, at 10:30AM** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 12-1072

SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE WINGATE FARMS PHASES I & II DRAINAGE PETITION PROJECT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, the Board of Commissioners of Delaware County on August 13, 2012, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of the Wingate Farms Phases I & II Drainage Petition Project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the ditch project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction/maintenance of the Wingate Farms Phases I & II Drainage Petition Project are being finalized for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of The County of Delaware have fixed **Monday December 3rd, 2012, at 10:45AM** at the Commissioners' Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 12-1073

SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE OAK CREEK PHASE 1, 1-2, 1-3, 1-4, 1-5, 1-6 SUBDIVISION DRAINAGE PETITION PROJECT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, the Board of Commissioners of Delaware County on August 6, 2012, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the maintenance/reconstruction and improvement of The Oak Creek Phase 1, 1-2, 1-3, 1-4, 1-5, 1-6 Subdivision Drainage Petition Project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the ditch project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction/maintenance of the Oak Creek Phase 1, 1-2, 1-3, 1-4, 1-5, 1-6 Subdivision Drainage Petition Project are being finalized for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of The County of Delaware have fixed **Monday**

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December 17, 2012, at 10:30AM at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-1074

IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR WESTERVILLE NORTH SELF STORAGE:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, on October 29, 2012, a Ditch Maintenance Petition for Westerville North Self Storage was filed with the Board of Commissioners of Delaware County (the "Board"), and

WHEREAS the Petition sets forth the drainage improvements that have been or will be constructed within Westerville North Self Storage located off of Frost Road in Genoa Township;; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the improvements in the subject lot to cover the cost of current and future maintenance of the improvements; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements is \$69,036.12. The drainage improvements are being constructed for the benefit of the lot being created in the subject site. The developed area of 6.0 acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore \$5,303.22 per acre. An annual maintenance fee equal to 2% of this basis (\$1,380.72) will be collected for each developed acre/lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$1,380.72 has been paid to Delaware County.

Section 3: 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 in meetings open to the public, in compliance with the laws of the State of Ohio.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 12-1075

IN THE MATTER OF ESTABLISHING A MAINTENANCE BOND FOR NELSON FARMS SECTION 1, PHASE A, PART 3:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Nelson Farms Section 1, Phase A, Part 3

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer's recent field review, The Engineer has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period. Therefore, in accordance with the Project Agreement, The Engineer recommends that the maintenance bond be set at **\$22,800** (10% of the original construction estimate) and the project be placed on the required one year maintenance period. A Bond in that amount is in place.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

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RESOLUTION NO. 12-1076

IN THE MATTER OF PURCHASING A USED TANKER TRAILER FOR THE COUNTY ENGINEER’S OFFICE AND DECLARING PERSONAL PROPERTY NOT NEEDED OR UNFIT FOR PUBLIC USE:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, the Delaware County Engineer recommends the purchase of a used tanker trailer for use by the Delaware County Engineer’s Office; and

WHEREAS, the tanker trailer is available for purchase at a price below the required bidding threshold; and

WHEREAS, pursuant to section 307.12(G) of the Revised Code, if the Board finds, by resolution, that the County has personal property that is not needed, or is unfit for public use, the Board may offer to sell the property to a firm from which the Board proposes to purchase new property and have the selling price credited to the firm against the purchase price of the new property; and

WHEREAS, Jay Coe Trucking is offering a trade-in credit on the purchase of the used tanker trailer; and

WHEREAS, the county has a 1967 SSW Tanker that is not needed, obsolete, or unfit for public use and that will be accepted for a credit on the purchase of the new tanker trailer.

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

Section 1. The Board hereby approves the purchase of a used 1972 Trailmobile Tanker Trailer from Jay Coe Trucking at a price of \$11,000.00.

Section 2. The Board hereby finds that the county has a 1967 SSW Tanker, Model #T2114HGD, Serial #T2114HGD4078, that is not needed, obsolete, or unfit for public use and authorizes sale of the tanker to Jay Coe Trucking at a price of \$2,000.00 as a credit on the purchase price stated in Section 1.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-1078

IN THE MATTER OF AMENDING, AS PRESENTED, RESOLUTION NO. 12-1077 TO INCLUDE “LOCAL SHARE” IN SECTION 3-FUNDING (SECTION 3 – FUNDING: DELAWARE COUNTY WILL PROVIDE NECESSARY “LOCAL SHARE” FUNDING FOR THE IMPROVEMENT USING FUNDS APPROPRIATED FOR ROAD AND BRIDGE CONSTRUCTION):

It was moved by Mr. Thompson, seconded by Mr. Stapleton to amend, as presented, Resolution No. 12-1077 to include “local share” in section 3-funding (section 3 – funding: Delaware County will provide necessary “local share” funding for the improvement using funds appropriated for road and bridge construction.

Vote on Motion Mr. O'Brien Aye Mr. Stapleton Aye Mr. Thompson Aye

RESOLUTION NO. 12-1079

IN THE MATTER OF TABLING RESOLUTION NO. 12-1077:

It was moved by Mr. Stapleton, seconded by Mr. Thompson to table resolution No. 12-1077:

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 12-1077

IN THE MATTER OF APPROVING, AS AMENDED BY RESOLUTION NO. 12-1078, THE RESOLUTION DECLARING THE NEED FOR IMPROVEMENTS TO WORTHINGTON ROAD AND AUTHORIZING THE COUNTY ENGINEER TO PREPARE PLANS, SPECIFICATIONS AND ESTIMATES AND SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

It was moved by , seconded by , to approve the following:

WHEREAS, Section 5555.022 provides that a Board of Commissioners may resolve, by majority vote, to make improvements to any public road in the county; and,

WHEREAS, the County Engineer has identified Worthington Road (County Road 13) as being in need of safety and

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traffic flow improvements and recommends that the Board proceed with improvements to said road between East Powell Road and Africa Road; and,

WHEREAS, federal funds are made available to counties through the Congestion Mitigation and Air Quality (CMAQ) Improvement Program and the Surface Transportation Program (STP) which are administered by the Mid-Ohio Regional Planning Commission;

NOW, THEREFORE be it resolved by the Board of Commissioners of Delaware County, that:

Section 1 – Declaration of Need:

The Board has determined that improvements to Worthington Road, extending approximately from East Powell Road to Africa Road, are necessary for the safety, convenience and welfare of the public, and hereby declares that the Improvement known as Worthington Road Improvements shall be initiated for this purpose; and,

Section 2 – Authorization to Prepare Plans, Specifications, Estimates

The County Engineer is hereby authorized to prepare surveys, plans, profiles, cross sections, estimates of cost, and specifications for the Improvement, and;

Section 3 – Funding:

Delaware County will provide necessary local share funding for the Improvement using funds appropriated for road and bridge construction, and;

Section 4 – Maintenance:

Delaware County commits to (1) provide adequate maintenance for the described Improvement in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for maintenance of the described Improvement; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes, and;

Section 5 – Administration and Authority to Sign:

The County Engineer is designated as the Project Manager and is empowered on behalf of the Board to complete and sign any necessary funding applications for the Improvement and to cooperate with the necessary agencies to facilitate development of the Improvement.

Vote on Motion Mr. Thompson Mr. O'Brien Mr. Stapleton

RESOLUTION NO. 12-1080

IN THE MATTER OF DECLARING THE NEED FOR IMPROVEMENTS TO HOME ROAD AND AUTHORIZING THE COUNTY ENGINEER TO PREPARE PLANS, SPECIFICATIONS AND ESTIMATES AND SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE MID-OHIO REGIONAL PLANNING COMMISSION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

WHEREAS, Section 5555.022 provides that a Board of Commissioners may resolve, by majority vote, to make improvements to any public road in the county; and,

WHEREAS, the County Engineer has identified Home Road (County Road 124) as being in need of safety and traffic flow improvements and recommends that the Board proceed with improvements to said road at the intersection of State Route 315 (Olentangy River Road); and,

WHEREAS, federal funds are made available to counties through the Congestion Mitigation and Air Quality (CMAQ) Improvement Program and the Surface Transportation Program (STP) which are administered by the Mid-Ohio Regional Planning Commission;

NOW, THEREFORE be it resolved by the Board of Commissioners of Delaware County, that:

Section 1 – Declaration of Need:

The Board has determined that improvements to Home Road at the intersection of State Route 315 are necessary for the safety, convenience and welfare of the public, and hereby declares that the Improvement known as Home Road & S.R. 315 Intersection Improvements shall be initiated for this purpose; and,

Section 2 – Authorization to Prepare Plans, Specifications, Estimates

The County Engineer is hereby authorized to prepare surveys, plans, profiles, cross sections, estimates of cost, and specifications for the Improvement, and;

Section 3 – Funding:

Delaware County will provide necessary Local Share funding for the Improvement using funds appropriated for road and bridge construction, and;

Section 4 – Maintenance:

Delaware County commits to (1) provide adequate maintenance for the described Improvement in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as

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necessary, for maintenance of the described Improvement; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes, and;

Section 5 – Administration and Authority to Sign:

The County Engineer is designated as the Project Manager and is empowered on behalf of the Board to complete and sign any necessary funding applications for the Improvement and to cooperate with the necessary agencies to facilitate development of the Improvement.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 12-1081

IN THE MATTER OF AMENDING THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND ATRIUM PERSONNEL & CONSULTING SERVICES FOR INTERIM STAFFING:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, the Director of Job & Family Services recommends approval of the following contract amendment;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendment with Atrium Personnel & Consulting Services.

Atrium Personnel & Consulting Services

**AMENDMENT TO CONTRACT
For
Purchased Professional Services**

AMENDMENT NO. 1

This Amendment is to amend the Contract for Purchased Professional Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Atrium Personnel & Consulting Services, entered into on the 9th day of January, 2012.

Article III. Payment of fees: Changes the amount reimbursable under the contract from \$20,000to \$25,000.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-1082

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF YOUTH SERVICES FOR THE 2013 JUVENILE ACCOUNTABILITY BLOCK GRANT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Grant: 2013-JB
Source: Ohio Department of Youth Services
Grant Period: 1-1-13 thru 12-31-13

Grant Amount: \$10,000.00
Local Match: 1,000.00
Total: \$11,000.00

This grant supports a portion of the School Alternative Program supervisors salary and benefits.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 12-1083

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE STATUS REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FORMULA 2011 WITH THE OHIO DEVELOPMENT SERVICES AGENCY (FORMERLY THE OHIO DEPARTMENT OF DEVELOPMENT), OFFICE OF COMMUNITY DEVELOPMENT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to authorize the submittal of the CDBG Formula 2011 Status Report:

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WHEREAS, the Ohio Department of Development awarded \$153,000 in Fiscal Year 2011 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County; and

WHEREAS, funding to Delaware County through the FY11 CDBG Formula Program is intended to assist communities within Delaware County with necessary and useful public programs, which are responsive to State and National program objectives and qualification criteria for this program; and

WHEREAS, the Ohio Department of Development requires Delaware County to submit a Status Report of the CDBG Formula 2011 for their review.

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

Section 1. The Delaware County Board of Commissioners hereby authorizes the submittal of the CDBG Formula 2011 Status Report from March 2, 2012 to August 31, 2012, to the Ohio Development Services Agency, Office of Community Development.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 12-1084

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

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Whereas, the Director of Administrative Services and the Insurance & Risk Technician recommend the Participation Agreement between the County Employee Benefit Consortium of Ohio, Inc. ("CEBCO") and the County of Delaware Ohio;

Therefore Be It Resolved, the Board of Commissioners approve 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 the County of Delaware 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, 2013, and shall terminate at 11:59 p.m. on the 31st day of December, 2015.

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.

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

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

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

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

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

III. CEBCO’S OBLIGATIONS

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

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

3.3 Report of Actuary. Within ninety (90) days after the last day of each fiscal year, CEBCO shall obtain and make available to Members a written report by a member of the American Academy of Actuaries concerning the benefit program operated by it. Such report shall certify whether, in the exercise of sound and prudent actuarial judgment, the amounts reserved by CEBCO to cover 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. Such report shall also include a listing of disbursements made for the administration of the program, including claims paid, costs of the legal representation of political subdivisions and employees, and fees paid to consultants, and shall contain such other items as are necessary to achieve compliance with the requirements of Section 9.833(C)(1) of the Ohio Revised Code.

3.4 Financial Audit. Within ninety (90) 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.

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

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

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

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

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

V. PROGRAM DESCRIPTION

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.

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

VIII. WITHDRAWAL AND RE-ENTRY

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

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

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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.

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:

County of _____
Attention: _____

and deposited in the United States mail with proper postage.

If the Member does not designate the person or office which is to receive notices, notices will be sent to the president of the Board of County Commissioners.

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

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

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

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

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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 Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 12-1085

IN THE MATTER OF APPROVING THE 2013 HEALTH INSURANCE RENEWAL RATES FROM THE COUNTY EMPLOYEE BENEFITS CONSORTIUM OF OHIO:

It was moved by Mr. Thompson, seconded by Mr. Stapleton 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 2013; 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 2013; and

WHEREAS, the Director of Administrative Services and the Insurance & Risk Technician, recommend accepting the renewal rates for 2013 from CEBCO;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby approves the following renewal rates for 2013 from CEBCO:

DELAWARE COUNTY RENEWAL FOR 2013

Delaware County will continue with the Medical PPO Plan 2 plan design for 2013. The employee contribution rates are:

2013 Renewal Rate	PPO Plan 2	RX Plan 3a (with Maintenance Choice)
Employee	\$ 451.79	\$ 117.08
Employee + Family	\$1186.51	\$ 308.62

Rates for the Employee Contribution for Medical PPO Plan 2:

Employee Contribution (SINGLE): \$29.50/mth
Employee Contribution (FAMILY): \$77.20/mth

There are no actual plan changes for the benefit year 2013.

An outline of the services and coverage is attached to this resolution.

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

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 12-1086

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE LITTER GRANT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

Supplemental Appropriations		
22111502-5001	Litter Grant/Compensation	(411.00)
22111502-5201	Litter Grant/Supplies	(100.00)
22111502-5301	Litter Grant/Professional Services	(552.00)
22111502-5101	Litter Grant/Benefits	1,916.00

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

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-Attended And Participated In EMA's Zombie Event For Disaster Preparedness

Commissioner Thompson

-Budget Hearings; It Will Be A Busy Week

Commissioner Stapleton

-Budget Hearings

Other Business, Tim Hansley, County Administrator

-Administrator Hansley and Gus Comstock, Director of Economic Development Department, are scheduled to make an informal presentation to the City's Historic Preservation Commission in regard to the demolition of the properties across the street, no formal commitment to future County plans for the property.

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners