

THE BOARD OF DARKE COUNTY COMMISSIONERS MET IN REGULAR SESSION AT 1:30 P.M. WITH MEMBERS PRESENT: Commissioner Chairman Michael W. Rhoades and Member Diane L. Delaplaine; Robin Blinn, Administrative Clerk/Secretary; Patty Harter, Asst. Clerk/Secretary; John Cook, Business Administrator; Jeff Marshall, Community Development/Grants Coordinator; James Mollette, Chief Probation Officer; Erik Martin w/Daily Advocate; Alex Mikos w/TIGER Radio; and DC Citizen Rick Perdue.

ABSENT: Vice Chairman Michael E. Stegall, Vacation

Mrs. Delaplaine moved to approve the reading of the minutes of Monday, September 14, 2015; motion seconded by Mr. Rhoades and both voted YEA.

**IN THE MATTER OF RESOLUTION (R-218-2015) EXAMINATION AND ALLOWANCE OF BILLS**

County Bills Approved

It was moved by Mrs. Delaplaine and seconded by Mr. Rhoades that the following resolution be adopted

The attached vouchers dated September 16, 2015 for County Bills, including any "Then & Now" Certificates, in the amount of the General Fund \$ 14,565.55; Outside General Funds \$ 549,984.93; for a Grand Total of \$ 564,550.48; are hereby approved for payment.

Michael W. Rhoades

absent

Diane Delaplaine  
Board of Darke County Commissioners

**IN THE MATTER OF SUBSIDY GRANT AGREEMENT BETWEEN THE OHIO DEPARTMENT REHABILITATION AND CORRECTION AND DARKE COUNTY FOR PROBATION IMPROVEMENT AND INCENTIVE FUNDING**

Mrs. Delaplaine moved to approve the signing of the following Agreement; motion seconded by Mr. Rhoades and both voted YEA.

WHEREAS, the Grantee has made application to the Grantor for funds made available for a Probation Improvement and Incentive Grant, and has submitted a proposal for the use of these funds, and

WHEREAS, the Grantor is authorized, pursuant to authority in section 5149.30 et seq. of the Ohio Revised Code, to determine and award grants to assist local governments in community-based law enforcement services;

Ohio Ethics: All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant divisions of O.R.C. Sections 102.01 to 102.09, and Governor Kasich's Executive Order 2011-03K for Ethics.

In accordance with Executive Order 2011-03K, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and Executive Order 2011-03K. The Contractor understands that failure to comply with Executive Order 2011-03K is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the state of Ohio up to and including debarment.

Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

NOW THEREFORE this Grant Agreement is made and entered into this 11 day of September, 2015 by and between the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor) and the undersigned representatives of Darke County, Ohio, (hereinafter referred to as Grantee), pursuant to authority in Section 5149.30 et seq. of the Ohio Revised Code.

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Subsidy Agreement (cont.)

**A Terms and Conditions:**

1) The Grantor awards to the Grantee the sum of \$247,836.00 to be paid in eight installments for the period beginning with the effective date of this agreement and ending June 30, 2017 subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise terminated as provided herein, but in no event shall this agreement extend beyond June 30, 2017. Total expenditures for the grant period (July 1, 2015 to June 30, 2017) will not in any case exceed \$247,836.00. The installments will be paid in the following manner:

(a) FY16 - Four of \$40,273.35 totalling \$161,093.40.

(b) FY17 - Four Payments of \$21,685.65 totalling \$86,742.60.

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**(ENTIRE AGREEMENT CAN BE SEEN IN FULL IN THE 2015 CONTRACT AND/OR Co. PLEAS CRT.)**

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**E) Probation Incentive Awards:**

Probation Improvement grant recipients may be eligible for performance based incentive funds based upon Grantee achievement of the performance measures/outcome goals agreed to between the Grantor and Grantee as documented in the grant application. The performance period begins on **July 1, 2015** and ends on **March 31, 2017**. Grantees will be responsible for providing reports every three months for the duration of the grant detailing their progress toward achieving the established performance measures/outcome goals. The reports will be due by the 20<sup>th</sup> day following the end of the three month time period as determined by the Grantor. Assessing achievement of performance goals shall be solely the responsibility of the Grantor. The amount of the potential incentive award will be commensurate with the potential impact of the grant as outlined by the established performance measures/outcome goals.

1. Grantees that achieve an aggregate total of less than 25% of their goals **will not have the grant renewed in the following fiscal year (FY 18)** and are not eligible for incentive awards.
2. No incentive funding will be awarded to programs that meet an aggregate total of less than 50% of their established performance measures/outcome goals.
  - a. Programs that achieve an aggregate goal percentage of 50% to 74% of their goals will receive an incentive award equal to 1/2 of the goal percentage achieved. For example, if a grantee achieves 55% of their outcome goals; they will receive 27.5% ( $55 * .5 = 27.5$ ) of the incentive award.
  - b. Programs that achieve an aggregate goal percentage of 75% to 89% of their goals will receive an incentive award equal to 3/4 of the goal percentage achieved. For example, a grantee achieves 79% of their outcome goals; they will receive 59% ( $79 * .75 = 59$ ) of their incentive award.
  - c. Programs who achieve an aggregate goal percentage of 90% to 100% will receive an incentive payment Equal to the percentage of the aggregate goal percentage achieved. For example, 94% achieved receives 94% of the incentive award.

Once the incentive award is determined and awarded, the receiving grantee may use this award toward any community corrections program/service as defined by ORC 5149.30 (A).

**FOR THE GRANTOR:**

Christopher Galli

Christopher Galli, Chief  
Bureau of Community Sanctions

Cynthia Mausser

Cynthia Mausser, Deputy Director  
Division of Parole & Community Services

**FOR THE GRANTEE:**

It is hereby certified that the Board of County Commissioners has properly agreed to the terms of this agreement and has designated the undersigned to sign on behalf of the Board.

*Michelle D. Alvord*                      9-16-15  
County Commissioner                      Date

*Absent*    \_\_\_\_\_  
County Commissioner                      Date

*Deane R. Delapena*                      9-16-2015  
County Commissioner                      Date

**IN THE MATTER OF VARIOUS RESOLUTIONS FOR CERTIFYING TO THE COUNTY AUDITOR DELINQUENT SEWER ACCOUNTS FOR PLACEMENT ON REAL PROPERTY TAXES**

Mrs. Delaplaine moved to sign/approve the following Resolutions; motion seconded by Mr. Rhoades and both voted YEA.

**Resolution (R-219-2015) – ROLIN ACRES**

WHEREAS, the following account remain delinquent and uncollectible.

RA001010	BROWN	5373 WARVEL ROAD	F-24-0-212-01-00-00-246-00	\$408.41
RA001030	NELSON	5389 WARVEL ROAD	F-24-0-212-01-00-00-248-00	\$96.80
RA001290	BORGERDING	5327 TAMARACK TRAIL	F-24-0-212-01-00-00-209-00	\$88.00
RA001300	NICKELL	5325 TAMARACK TRAIL	F-24-0-212-01-00-00-208-00	\$408.41
RA001320	EARICK	5307 TAMARACK TRAIL	F-24-0-212-01-00-00-206-00	\$408.41
RA001360	HOOP	5296 TAMARACK TRAIL	F-24-0-212-01-00-00-238-00	\$408.41
RA001390	STEWART	5320 TAMARACK TRIAL	F-24-0-212-01-00-00-235-00	\$88.00
RA001480	NAPIER	5353 WARVEL ROAD	F-24-0-212-01-00-00-244-00	\$408.41
				<b>\$2,314.85</b>

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**Resolution (R-220-2015) – ROSSBURG**

WHEREAS, the following accounts remain delinquent and uncollectible.

ROA01114	DAKIN	201 E MAIN ST	B12-6-214-35-04-01-10400	\$842.35
ROA01116	FARRIER	123 E MAIN ST	B12-6-214-35-04-01-10800	\$12.03
ROA01120	PRATER	427 N BROAD ST	B12-6-214-26-03-01-10800	\$642.35
ROA01127	HODGE	323 ROSS ST	B12-6-214-27-02-01-11900	\$842.35
ROA01140	MARTIN	221 ROYAL	B12-6-214-27-02-01-15500	\$578.81
ROA01150	WIDENER	224 E MAIN ST	B12-6-214-26-03-01-13200	\$842.35
ROA01157	RINDLER	311 ROSS ST	B12-6-214-27-02-01-11700	\$842.35
ROA01158	HIBNER	319 ROSS ST	B12-6-214-27-02-01-11800	\$842.35
ROA01159	ROBBINS	408 N ROSS ST	B12-6-214-27-02-01-15800	\$31.50
ROA01160	ROBINSON	200 N ROSS ST	B12-6-214-27-02-01-14300	\$181.50
ROA01162	RODEHEFFER	216 NORTON ST	B12-6-214-27-02-01-14400	\$842.35
ROA01166	SCHERER	234 E MAIN ST	B12-6-214-26-03-01-13500	\$842.35
ROA01173	SMITH	207 E MAIN ST	B12-6-214-35-04-01-10100	\$60.47
ROA01176	STEWART	409 N ROSS ST	B12-6-214-27-02-01-11100	\$347.35
ROA01183	LEEPER	225 W MAIN ST	B12-6-214-34-01-01-10100	\$842.35
ROA01185	WIDENER	214 E MAIN ST	B12-6-214-26-03-01-13000	\$382.97
ROA01189	WIDENER	125 E MAIN ST	B12-6-214-35-04-01-10700	\$842.35
ROA02105	WIDENER	212 E MAIN	B12-6-214-26-03-01-12900	\$36.47
ROA02119	RIFFLE	114 W MAIN	B12-6-214-27-02-01-13200	\$2,197.03
ROA02122	LEEPER	116 E MAIN	B12-6-214-35-04-01-11000	\$842.35
ROA02124	KELLY	218 E MAIN ST	B12-6-214-26-03-01-13100	\$842.35
ROA02125	RIFFLE	203 ROYAL	B12-6-214-27-02-01-15400	\$512.35
ROA02139	KISSINGER	300 N BROAD	B12-6-214-27-02-01-11400	\$842.35
ROA02148	KISSINGER	4615 ROSSBURG LIGHTSVILLE RD	B06-0-214-35-00-00-40800	\$842.35
ROA02163	YEAGLE	205 E MAIN ST	B12-6-214-35-04-01-10200	\$241.58
				<b>\$16,174.96</b>

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**Resolution (R-221-2015) – YORKSHIRE**

WHEREAS, the following account remain delinquent and uncollectible.

YOA01101	BEAM	200 YORK ST.	M52-4-312-13-01-01-12000	\$263.82
YOA01119	GRILLIOT	37 HIEMS ST.	M52-4-312-13-01-01-11900	\$581.98
YOA01122	HARMON	13 E. MAIN ST.	M52-4-411-18-04-01-10100	\$581.98
YOA01124	HOELSCHER	18 E. MAIN ST.	M52-4-411-07-03-01-10600	\$11.40
YOA01134	MOELLER	125 W. MAIN ST.	M52-4-312-13-01-01-10300	\$11.40
YOA01138	RINDERLE	21 E. MAIN ST.	M52-4-411-18-04-01-10900	\$581.98
YOA02109	POEPELMAN	200 YORK ST.	M52-4-312-13-01-01-11600	\$581.98
				<b>\$2,614.54</b>

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**Resolution (R-222-2015) – OSGOOD**

WHEREAS, the following account remain delinquent and uncollectible.

OOA01108	SCHLECTY	127 CHURCH ST.	M51-2-411-07-04-01-11200	\$125.40
OOA01109	BARHORST	68 E. MAIN ST.	M51-2-411-06-03-01-13700	\$381.98
OOA01111	BENSMAN	124 W. MAIN ST.	M51-2-312-01-02-01-12200	\$581.98
OOA01156	POEPELMAN	28 E. MAIN ST.	M51-2-411-06-03-01-13800	\$581.98
OOA01185	SHERMAN	124 ELM ST.	M51-2-312-12-01-01-12200	\$460.98
OOB01235	POEPELMAN	8687 ST. RT. 705	M49-0-411-07-00-00-10300	\$581.98
				<b>\$2,714.30</b>

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Resolutions (cont.)

**Resolution (R-223-2015) – NORTH STAR**

WHEREAS, the following account remain delinquent and uncollectible.

NSA01124	FRALEY	66 N. MAIN ST.	R69-2-312-08-02-01-11300	\$581.98
NSA01129	MELTON	73 W. STAR RD.	R69-2-312-08-02-01-12600	\$125.40
NSA01134	GRIESDORN	112 N. MAIN ST.	R69-2-312-08-02-01-10800	\$581.98
NSA01149	SUBURBAN PROPANE	143 S. MAIN ST.	R69-2-312-16-04-02-10900	\$581.98
NSA01172	SCHLATER	63 N. MAIN ST.	R69-2-312-09-03-02-11900	\$263.34
NSB01227	RAMMEL	14260 U.S. RT. 127	R65-0-312-08-00-00-10800	\$581.98
				<b>\$2,716.66</b>

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**Resolution (R-224-2015) – STILLWATER**

WHEREAS, the following account remain delinquent and uncollectible.

S0001115	DICKEY	9074 BEECH DRIVE	A-03-0-409-05-00-00-41100	\$714.71
S0001117	COVAULT	9093 STILLWATER DRIVE	A-01-0-409-05-00-00-30400	\$131.60
				<b>\$846.31</b>

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**Resolution (R-225-2015) – NEW WESTON-BURKETSVILLE**

WHEREAS, the following account remain delinquent and uncollectible.

Account	Owner/Resident	Service address	Parcel ID	Open balance
07*0021*1	EASTRIDGE, DANNY E	0 WALNUT ST	B11421403020111900	\$316.80
07*0062*1	STEPHENS, JESSE & MICHELLE	0 MAIN ST	B11421403020111500	\$316.80
07*0018*1	HIATT, JASON	408 WALNUT ST	B11421403020112900	\$663.96
07*0020*1	EASTRIDGE, DANNY E	601 MAIN ST	B11421410010113100	\$663.96
07*0025*1	FOSTER, RYAN	404 WALNUT ST	B11421403020112701	\$663.96
07*0033*1	HENRY, JAMES	508 WALNUT ST	B11421403020113500	\$663.96
07*0034*1	PACHECO, LINDA J	606 W MAIN ST	B11421403020111600	\$663.96
07*0037*1	GIBSON, THOMAS	303 MAIN ST	B11421410010114100	\$663.96
07*0050*1	PITSENBARGER, CLARENCE	602 WALNUT ST	B11421403020113600	\$663.96
07*0052*1	SELHORST, DON	300 E PEARL ST	B11421410010111700	\$663.96
07*0057*1	SELHORST, DARRELL	223 MAIN ST	B11421410010114401	\$663.96
07*0068*1	WILLEFORD, LINDA	505 WALNUT ST	B11421403020112100	\$663.96
07*0030*1	ARCHEY, TRISH	401 OLIVE ST	B11421410010112400	\$829.95
08*0095*1	SCHULZE, DUSTIN	32 W MAIN ST	B10221403010210600	\$347.07
08*0122*1	WERLING, EDWARD A	8 W MAIN ST	B10221403010110100	\$1,991.88
				<b>\$10,442.10</b>

Mr. Rhoades seconded the motion, and upon call of the roll, the vote resulted as follows:

Robin Blinn  
Robin Blinn  
Clerk/Administrative Secretary

Michael W. Rhoades ✓  
Michael W. Rhoades, Chairman                      Vote

Absent  
Michael E. Stegall, Vice Chairman                      Vote

Diane L. Delaplane ✓  
Diane L. Delaplane                                      Vote

DARKE COUNTY BOARD  
OF COMMISSIONERS

**IN THE MATTER OF RESOLUTION (R-226-2015) PROVIDING FOR THE CONTINUED COLLECTION OF FUNDS FOR FUTURE WASTEWATER SYSTEM**

The Board of County Commissioners of Darke County, Ohio met in regular session on the 16<sup>th</sup> day of September, 2015 at the office of the Darke County Commissioners.

Mrs. Delaplane moved the passage of the following resolution:

**WHEREAS**, The Village of Pitsburg has constructed of a wastewater treatment and collection system to serve the residents of the Village due to failing septic systems; and,

**WHEREAS**, The County has several lots that would be benefitted by the Village's wastewater treatment and collection system due to failing septic systems;

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WHEREAS, The Village has been approved for grant and loan funding to pay for the construction of a collection and treatment system for the Village but must have funds for the project to move forward; and

WHEREAS, The County Commissioners must continue the existing surcharge fund to pay for the County's share of the improvements and leverage these monies against said funding sources;

NOW THEREFORE BE IT RESOLVED by the County Commissioners, Darke County, Ohio as follows:

- Section 1: In order to pay for the construction of a collection and treatment system for the County's residents who will be connected to the wastewater treatment and collection system, there shall continue to be a charge per month per inhabited structure (inhabited structure being defined as a structure having an installed and operable electric meter), commercial unit, inhabited unit (being a rental unit having an electric meter) and church, in the sum of \$35.00 per month for the ensuing year, calendar year 2016. Should additional funds for construction be required, those charges shall be determined on a yearly basis.
- Section 2: The charge shall be collected from the owner of each structure named in Section 1 which is to be serviced by the Pittsburg wastewater treatment and collection system and which will benefit from the sewer project.
- Section 3: The charge shall be levied and collected against structures that are newly constructed during the pendency of this sewer project from the effective date of this resolution through the date on which the structure connects to the project or the date upon which the system is complete whichever occurs first. This will enable the County to collect an equivalent amount toward the project from the owners of newly constructed structures as it collects from the owners of the structures in place at the inception of the project.
- Section 4: The Darke County Commissioners shall make an agreement with the Darke County Auditor to prepare the list of properties which are subject to the within Resolution in order that the Auditor may bill and administer these charges, as part of the tax duplicates for such properties.
- Section 5: Any property owners who do not pay the charged amount as required will have the unpaid charges levied against their real estate tax duplicate, with penalties.
- Section 6: Once the wastewater system has been constructed, the monthly construction charge herein described will end, at which time the appropriate sewer rates will be charged by the County for the repayment of the debt and for operation and maintenance of the system.

WHEREAS, this board is authorized by Ohio Revised Code Section 6117.02 to fix the rates and charges for sanitary facilities;

NOW, THEREFORE BE IT RESOLVED, by the County Commissioner of Darke County

Mr. Rhoades seconded the motion, and upon call of the roll, the vote resulted as follows:

Robin Blinn  
Robin Blinn  
Clerk/Administrative Secretary

Michael W. Rhoades yes  
Michael W. Rhoades, Chairman Vote

absent  
Michael E. Stegall, Vice Chairman Vote

Diane L. Delaplaine yes  
Diane L. Delaplaine Vote

(ENTIRE BILLING LIST CAN BE SEEN IN FULL IN THE 15 RESOLUTION FILE AND/OR VARIOUS SEWER FILE)

**IN THE MATTER OF RESOLUTION (R-227-2015) AWARDING FY 2014 CHIP HOMEOWNER REHAB LOANS**

The below listed resident(s) of Darke County have made proper application to the FY 2014 CHIP Rehab declining loan program; and they have qualified to receive a Five Year Declining Balance Loan in the amounts indicated below, said Loans are thereby awarded as follows;

Robert & Barbara Roser, 451 Frazer Rd, West Manchester, Ohio  
Whole house Rehab with new well and septic  
Amount of \$50,000.00

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R-227-2015 (cont.)

\*\* (NOTE: However, because of the possibility of change orders and lead based paint, the Grants Office may increase these amounts to \$45,000.00 for Rehab work and \$10,000 for safe lead based paint work, but in no case shall a loan exceed \$55,000)

Mrs. Delaplane moved the Resolution.

Mr. Rhoades seconded the resolution and all voted as follows:

both  
✓ All voted YEA.

Michael W. Rhoades  
Michael W. Rhoades- Chairman

absent  
Michael E. Stegall- Vice-chairman

Diane L. Delaplane  
Diane L. Delaplane- Member

DARKE COUNTY COMMISSIONERS

Robin Blinn  
Robin Blinn, Adm. Clerk/Secretary

**IN THE MATTER OF AUTHORIZATION OF MEETING EXPENSES (DARKE Co. EMA, Co. PLEAS & CLERK OF COURTS)**

Mrs. Delaplane moved to approve the following requests; motion seconded by Mr. Rhoades and both voted YEA.

#001-1400.532000 (MANDATORY)  
Attending: Ohio EMA Director's Conf./Sept. 22-23, 2015/Columbus, OH/Mindy Saylor  
Meals: \$70.00/Estimated total for meeting: \$70.00  
\*\*\*\*\*

#001-2100.532000 (NECESSARY)  
Attending: Ohio Assoc. of Magistrate's Fall Conf./Sept. 30, 2015/Columbus, OH/Anne J. Brumbaugh  
Transportation: \$80.00/Lodging: \$235.00/Meals: \$105.00/Registration: \$350.00/Estimated total for meeting: \$770.00  
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#127-2410.538120 (NECESSARY)  
Attending: 2015 Title Seminar/Sept. 17, 2015/BMV-Columbus/Cindy Pike & Barbara Kimmel  
Transportation: \$90.00/Estimated total for meeting: \$90.00

**IN THE MATTER OF RESOLUTION (R-228-2015) DECLARING AN EMERGENCY SITUATION FOR "FAILURE OF THE CONTROL PANAY FOR THE JAIL DOORS AT THE DARKE COUNTY SHERIFF'S DEPT.**

WHEREAS, the Ohio Revised Code Section 307.86(A)(2) empowers the Darke County Commissioners to be exempt from competitive bidding when a situation arises that is determined to be a real and present emergency, and;

WHEREAS, the Darke County Commissioners have deliberated over the present situation regarding the failure of the control panel for the jail doors at the Darke County Jail. The control panel is not repairable and the need for replacement requires immediate attention, and;

WHEREAS, the cost of replacement is less than \$100,000, and;

WHEREAS, the Darke County Commissioners do hereby determine that a real and present emergency exists due to the fact that the control panel for the jail doors is not repairable, and;

NOW THEREFORE BE IT RESOLVED, that the Darke County Commissioners do hereby declare the situation regarding the control panel for the jail doors to be a real and present emergency and authorize bypassing the competitive bidding requirements of the Ohio Revised Code when hiring a contractor.

Mrs. Delaplane moved the passage of the above resolution; seconded by Mr. Rhoades and both all voted ✓.

Robin Blinn  
Robin Blinn, Administrative Clerk/Secretary

Michael W. Rhoades  
Michael W. Rhoades, Chairman

absent  
Michael E. Stegall, Vice Chairman

Diane L. Delaplane  
Diane L. Delaplane

**IN THE MATTER OF APPROVING AND SIGNING COUNTY EMPLOYEE BENEFIT CONSORTIUM OF OHIO, INC. (CEBCO) PARTICIPATION AGREEMENT; ACCEPTING OF RENEWAL RATES; AND SUMMARY OF BENEFITS**

Mrs. Delaplane moved to approve the signing of the following documents; motion seconded by Mr. Rhoades and both voted YEA.

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 Darke** Ohio (the "Member"), a political subdivision of the State of Ohio. This Agreement shall commence at 12:01 a.m. on the 1<sup>st</sup> day of January, 2016, and shall terminate at 11:59 p.m. on the 31st day of December, 2018.

**I. RECITALS**

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

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

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

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

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

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

**II. DEFINITIONS**

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

"Administration Costs" shall mean all costs of administering CEBCO's program.

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

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

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

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

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

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**(ARTICLE III THRU VI CAN BE SEEN IN FULL IN 2015 CONTRACT AND/OR COMM.'S DEPT. FILE)**

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**VII. TERM OF AGREEMENT**

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

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

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**(ARTICLE VIII THRU XI CAN BE SEEN IN FULL IN 2015 CONTRACT AND/OR COMM.'S DEPT. FILE)**

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CEBCO Agreement (cont.)

IN WITNESS WHEREOF, the Member and CEBCO have executed this Agreement as of the date first above written.

COUNTY EMPLOYEE BENEFIT  
CONSORTIUM OF OHIO, INC.

(WILL BE SIGNED BY CEBCO & RETURNED)

COUNTY OF DARKE

Michael S. Rhoads  
Commissioner

absent  
Commissioner

Quinn R. Odgers  
Commissioner

APPROVED AS TO FORM

Magent B  
(Asst) Prosecuting Attorney

XXXXXXXXXXXXXX

Darke County accepts the renewal rates from CEBCO for the Plan Year beginning January 1, 2016.

WITH NO PLAN CHANGES

WITH PLAN CHANGES LISTED BELOW:

Attached to this letter of acceptance is a copy of the rates we have accepted.

Michael S. Rhoads  
Name

Chairman  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Quinn R. Odgers  
Name

Member  
Title

XXXXXXXXXXXXXX

**SUMMARY OF BENEFITS FOR "LOW PLAN OR BASIC PLAN" CAN BE SEEN IN FULL IN THE 2015 CONTRACT AND/OR COMM.'S DEPARTMENT FILES**

XXXXXXXXXXXXXX

**IN THE MATTER OF PAY INS**

Pay In#081560	Received of Solid Waste	Misc. receipts-Sept '15 tire recycling payments	\$195.00
Pay In#081561	Received of Solid Waste	Misc. receipts-Sept. 15 tire recycling payments	\$385.00
Pay In#081570	Received of Commissioners	Co. Airport-hangar rent - Dehays for Sept. '15	\$65.00

**IN THE MATTER OF PUBLIC ATTENDEES COMMENTS/QUESTIONS**

\*\*Erik Martin w/Daily Advocate: Asked a question regarding the control panel repair needed at the Darke County Sheriff's Dept. Wanted to know the particulars on the replacement and compatibility of the new panel with working on all jail doors. The Commissioners, along with John Cook explained the replacement and advised him that this new control panel will be compatible with upgrades to the jail doors in the future also.

MRS. DELAPLANE MOVED TO ADJOURN; SECONDED BY MR. RHOADES AND BOTH VOTED YEA.  
THE MEETING WAS ADJOURNED AT 1:53 P.M.

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MICHAEL W. RHOADES

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ROBIN R. BLINN, ADMINISTRATIVE CLERK/SECY.

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**ABSENT**

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MICHAEL E. STEGALL

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PATRICIA S. HARTER, ASSISTANT CLERK/SECY.

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DIANE L. DELAPLANE,  
DARKE COUNTY BOARD  
OF COMMISSIONERS

**IN THE MATTER OF FURTHER DISCUSSION BY THE BOARD**

\*\*Commissioners Rhoades & Delaplane attended the Darke Co. CIC Board meeting.

\*\*Commissioner Rhoades attended a meeting with DC Economic Development Director Marc Saluk.

\*\*Commissioners Rhoades & Delaplane met with BOE Director Becky Martin regarding parking concerns for the upcoming 'General Election'.